



## LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

## AGENDA - REGULAR MEETING

Date: April 21, 2004

Time: Closed Session 5:30 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Susan J. Blackston

City Clerk

Telephone: (209) 333-6702

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

### **C-1 Call to Order / Roll Call**

### **C-2 Announcement of Closed Session**

- a) Prospective sale of real property located at 610 South Guild Avenue (±5 acres) owned by the City of Lodi, California (APN 049-250-77); the negotiating parties are the City of Lodi, California, and Arthur Anderson; Government Code §54956.8
- b) Actual Litigation: Government Code §54956.9(a); one case; People of the State of California; and the City of Lodi, California v. M & P Investments, et al.; United States District Court, Eastern District of California, Case No. CIV-S-00-2441 FCD JFM
- c) Actual litigation: Government Code §54956.9(a); one case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658
- d) Conference with legal counsel – initiation of litigation: Government Code §54956.9(c); two cases
- e) Conference with legal counsel – anticipated litigation – significant exposure to litigation pursuant to subdivision (b) of Section 54956.9; one case; pursuant to Government Code §54956.9(b)(3)(A) facts, due to not being known to potential plaintiffs, shall not be disclosed
- f) Actual Litigation: Government Code §54956.9(a); one case; City of Lodi, a California Municipal Corporation, and Lodi Financing Corporation, a California nonprofit corporation v. Lehman Brothers, Inc. and US Bank National Association, United States District Court, Eastern District of California, Case No. CIV. S-04-0606 MCE-KJM

### **C-3 Adjourn to Closed Session**

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

### **C-4 Return to Open Session / Disclosure of Action**

#### **A. Call to Order / Roll call**

**B. Invocation** – Jan Foster, representing the Bahá'í Faith

#### **C. Pledge of Allegiance**

#### **D. Presentations**

##### **D-1 Awards**

- a) Presentation of Service Appreciation Award to AmeriCorps Vista representative, Jessie Ryan (LIB)
- b) Presentation of Firefighter of the Year 2003 plaque to Fire Captain Pete Iturraran (FD)
- c) Presentation of California Firefighter Joint Apprenticeship Committee plaques to members of the Lodi Fire Department (FD)

- D-2 Proclamations
  - a) Walk for the Health of It
  - b) Financial Literacy Month
  - c) National Volunteer's Week (PD)
- D-3 Presentations
  - a) Presentation of new Public Benefits Customer Rebate Programs (EUD)

**E. Consent Calendar (Reading; comments by the public; Council action)**

- E-1 Receive Register of Claims in the amount of \$4,684,878.30 (FIN)
- E-2 Approve minutes (CLK)
  - a) March 30, 2004 (Shirtsleeve Session)
  - b) April 6, 2004 (Shirtsleeve Session)
  - c) April 6, 2004 (Special Meeting)
  - d) April 12, 2004 (Special Meeting)
  - e) April 13, 2004 (Shirtsleeve Session)
  - f) April 13, 2004 (Special Meeting)
  - g) April 14, 2004 (Special Joint Meeting with Parks and Recreation Commission)
- E-3 Approve plans and specifications and authorize advertisement for bids for one AC HiPot Tester (EUD)
- E-4 Approve plans and specifications and authorize advertisement for bids for installation of streetlights on Phase IV of the Streetlight Completion Project and authorize the transfer of funds for the project (\$980,000) (EUD)
- Res. E-5 Adopt resolution approving plans and specifications and authorizing advertisement for bids for Henning Substation Heavy Load Access and Driveway, 1345 West Kettleman Lane, and authorizing the City Manager to award the contract and appropriate funds (\$22,000) (PW)
- Res. E-6 Adopt resolution approving specifications and authorizing advertisement for bids for various street maintenance activities, fiscal year 2004-05, and authorizing the City Manager to accept or reject bids, award the contracts, and accept improvements (PW)
- Res. E-7 Adopt resolution approving specifications and authorizing advertisement for bids for compressed natural gas street sweeper for the Street Division and authorizing the City Manager to accept or reject bids, award the contract, and appropriate funds (\$200,000) (PW)
- E-8 Approve specifications and authorize advertisement for bids for 40,000 feet of #1/0 15kV underground conductor (EUD)
- E-9 Approve specifications and advertisement for bids for rental of safety clothing for the Electric Utility Department (EUD)
- E-10 Approve request for proposal and authorize advertisement for bids for concession operations at Lodi Lake Park and other locations (determined quarterly) for recreational events (PR)
- E-11 Authorize advertisement for transportation services for the Sandhill Crane Festival and authorize use of buses should no alternate provider be willing to perform the service (PW)
- Res. E-12 Adopt resolution approving traffic safety improvements for Stockton Street from 300 feet south of Almond Drive to Kettleman Lane and appropriate funds (\$8,000) (PW)
- Res. E-13 Adopt resolution appropriating additional funds for Change Orders for White Slough Water Pollution Control Facility Year 2003 Interim Improvements (\$250,000) (PW)
- E-14 Accept improvements under contract for Armory Park Ball Diamond Renovation Project, 333 North Washington Street (PW / PR)
- E-15 Accept Improvements under contract for Lane Line Painting, Various City Streets, 2002 and 2003 (PW)
- E-16 Accept improvements under contract for Alley South of Pine Street Wastewater Main Rehabilitation Project (Church Street to Hutchins Street) (PW)
- Res. E-17 Adopt resolution accepting development improvements at 312 and 316 South Sacramento Street (PW)

- Res. E-18 Adopt resolution approving City participation in the Ham Lane fence construction (Cardinal Street to 1,100 feet south of Cardinal Street) and appropriating funds (\$1,000) (PW)
- Res. E-19 Adopt resolution amending contract for transit operations with MV Transportation, Inc., to reflect its new subsidiary, MV Public Transportation, Inc., and authorizing the City Manager to execute any documents related to the change (PW)
- E-20 Authorize the City Manager to execute an agreement for property tax allocation for the Galantine Annexation at 5952 East Pine Street (CD)
- Res. E-21 Adopt resolution authorizing the City Manager to execute electric utility rate contracts for three commercial/industrial customers—Kubota Tractor Corporation, Larry Methvin Installation, and Lodi Memorial Hospital (EUD)
- Res. E-22 Adopt resolution authorizing the City Manager to extend the consulting services agreement with Borismetrics to provide professional services to the Electric Utility Department (\$60,000) (EUD)
- Res. E-23 Adopt resolution authorizing the City Manager to execute Exhibit C, Revision 7, to United States of America Department of Energy Western Area Power Administration contract 96-SNR-00110 with the City of Lodi for the funding of power operation and maintenance for Central Valley Project Power Facilities (EUD)
- Res. E-24 Adopt resolution approving Memorandum of Understanding between City of Lodi and Lodi Professional Firefighters (HR)
- Res. E-25 Adopt resolution approving Memorandum of Understanding between City of Lodi and Association of Lodi City Employees (General Services) (HR)
- Res. E-26 Adopt resolution authorizing Library administration to apply for two targeted grant opportunities available through the California State Library—a \$6,000 grant entitled, “Global Language Materials” and a “Service for Small Business” grant for approximately \$20,000 (LIB)

**F. Comments by the public on non-agenda items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**G. Public Hearings**

- G-1 Public hearing to consider an appeal received from Key Advertising, Inc., regarding the Planning Commission's decision to deny the request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign and a Variance to double the maximum allowable sign area from 480 square feet to 960 square feet to be located at 1251 South Beckman Road (CD)
- G-2 Public hearing to consider redesign concept for C-Basin (Pixley Park) and the exchange of properties with GREM, Inc., to allow the relocation of C-Basin (PW)

**H. Communications**

- H-1 Claims filed against the City of Lodi
- a) NewFields Companies, LLC, date of loss 12/03 through 3/04
  - b) Environmental Forensic Investigations, Inc., date of loss 7/03 through 2/04
- H-2 Reports: Boards/Commissions/Task Forces/Committees – None
- H-3 Appointments
- a) Appointments to the East Side Improvement Committee (CLK)
  - b) Post for vacancies on the East Side Improvement Committee and expiring terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission (CLK)
- H-4 Miscellaneous
- a) Monthly Protocol Account Report (CLK)

**I. Regular Calendar**

- I-1 Updates from Mayor Larry Hansen regarding the following issues: (CC)
- status of recruitment process for new City Attorney
  - progress on Request for Proposals for special counsel to represent the City of Lodi in its Environmental Abatement Program litigation
  - legal proceedings relative to the Environmental Abatement Program litigation
- I-2 Report regarding community-wide survey results (CM)
- Res. I-3 Adopt resolution approving technical services task order agreement with Treadwell & Rollo, Inc., authorize the City Manager to execute task orders, and appropriate funds (\$100,000) (PW)
- Res. I-4 Adopt resolution approving the job specification and salary range for the position of Fire Administrative Captain and provide authorization to fill the position (HR)
- Res. I-5 Adopt resolution approving the renewal of the renegotiated Fire Emergency Services Dispatch Agreement with the Stockton Fire Department (FD)
- Res. I-6 Adopt resolution approving the Joint Venture Agreement between the City of Lodi, City of Stockton, American Medical Response, and A-1 Ambulance (FD)

**J. Ordinances – None**

**K. Comments by the City Council Members on non-agenda items**

**L. Comments by the City Manager on non-agenda items**

**M. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

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Susan J. Blackston  
City Clerk





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## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation of service appreciation award to AmeriCorps VISTA Jessie Ryan

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Nancy C. Martinez, Library Services Director

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**RECOMMENDED ACTION:** That AmeriCorps VISTA Jessie Ryan be recognized for her year of service to the community of Lodi.

**BACKGROUND INFORMATION:** For the past twelve months AmeriCorps VISTA Jessie Ryan has been serving as a volunteer through the Great Valley Center for Lodi Public Library in their Computer Learning Center. During her tenure she has coordinated and promoted the services of the learning center through the assistance of over twenty-five dedicated volunteers whom she recruited for the program. To her credit are the following statistics—the Computer Learning Center (CLC) is open over 55 hours per week. In the past ten months over 10,000 patrons have used the CLC; the CLC has served over 500 users in one-on-one tutorials; the CLC has held workshops in basic computer skills, MS Word, Windows XP, Power Point, and others. The CLC now has the capacity to serve users with low vision and other disabilities.

Ms. Ryan has become a valued member of the Library Team and her service and good will on behalf of the City to the community of Lodi has extended way beyond the walls of the library.

**FUNDING:** None.

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Nancy C. Martinez  
Library Services Director

NM/sb

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Present "Firefighter of the Year 2003" Plaque to Fire Captain Pete Iturran

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Michael E. Pretz, Fire Chief

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**RECOMMENDED ACTION:** Presentation.

**BACKGROUND INFORMATION:** Chief Pretz will present the "Firefighter of the Year 2003" plaque to Captain Pete Iturran.

**FUNDING:** None

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Michael E. Pretz, Fire Chief

MEP/lh

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APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Present "California Fire Fighter Joint Apprenticeship Committee" Plaques to Members of the Lodi Fire Department

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Michael E. Pretz, Fire Chief

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**RECOMMENDED ACTION:** Presentation.

**BACKGROUND INFORMATION:** Chief Pretz will present plaques to the individuals listed below whom are recognized as a Journeyperson, having successfully completed the apprenticeship program. This apprenticeship program meets the training standards recommended by the State Board of Fire Services for:

### **FIRE MEDIC**

Firefighter I, Firefighter II, Emergency Medical Technician I-NA/FS

Grant Gibson

David Mettler

Oscar Picazo

### **FIRE ENGINEER**

Driver/Operator 1A

Aimee Dalrymple

John Heinrich

Brian Jungeblut

### **FIRE OFFICER**

Fire Officer I, Fire Instructor I

Bernell Wichman

James Miller

Evan Luke

William Broderick

**FUNDING:** None

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Michael E. Pretz, Fire Chief

MEP/lh

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APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Walk for the Health of It

**MEETING DATE:** April 21, 2004

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** That Mayor Hansen present a proclamation proclaiming Saturday, May 8, 2004, as "Walk for the Health of It" day in the City of Lodi.

**BACKGROUND INFORMATION:** The Mayor has been requested to present a proclamation proclaiming Saturday, May 8, 2004, as "Walk for the Health of It" day in the City of Lodi. Donna Shaw, representing the Lodi Memorial Hospital Foundation, will be at the meeting to accept the proclamation.

**FUNDING:** None required.

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Susan J. Blackston  
City Clerk

SJB/JMP

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Financial Literacy Month

**MEETING DATE:** April 21, 2004

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** That Mayor Hansen present a proclamation proclaiming the month of April 2004 as "Financial Literacy Month" in the City of Lodi.

**BACKGROUND INFORMATION:** The Mayor has been requested to present a proclamation proclaiming the month of April 2004 as "Financial Literacy Month" in the City of Lodi. David Duncan, representing the California Society of Certified Public Accountants, will be at the meeting to accept the proclamation.

**FUNDING:** None required.

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Susan J. Blackston  
City Clerk

SJB/JMP

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation of National Volunteer's Week Proclamation

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Jerry J. Adams, Chief of Police

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**RECOMMENDED ACTION:** That Mayor Hansen present a proclamation proclaiming the period of April 18 - 24, 2004 as National Volunteer's Week in the City of Lodi.

**BACKGROUND INFORMATION:** The Mayor has been requested to present a proclamation proclaiming the period of April 18 - 24, 2004 as National Volunteer's Week in the City of Lodi. Chief Jerry Adams will attend this meeting to accept the proclamation, along with Police Volunteer Supervisor, Jeanie Biskup representing the Lodi Police Partners.

The Lodi Police Partners Program has been in operation for ten years, providing endless hours of service to the Lodi Police Department. In 2003 Partners donated 25,456 hours to the Police Department with an estimated fiscal benefit of approximately \$423,000. (Please refer to the attached report.)

The Lodi Police Chaplaincy Program was formed in February of 1994. There are currently seven dedicated local clergy participating. Six are volunteers and one is a part-time paid position. They are an essential part of the Lodi Police Department, providing counseling and support in times of crisis and tragedy to police personnel and the public.

The Lodi Police Reserve Program has existed almost as long as the Police Department itself. Many of today's full-time officers began as Reserves, and many Reserves have also gone on to work for a variety of State and Federal agencies. There are currently three Reserve Officers volunteering their services with the Lodi Police Department.

The Lodi Police Cadet Program is a newly instituted entity offering local youths between the ages of 16 and 24, the opportunity to volunteer and gain valuable experience during their high school and college years. For many years a Lodi Police Explorer Post was sponsored by the department, catering strictly to high school youths and now the Cadet Program takes that a step further. Many of these young people go on to become Reserve Officers, and like the Reserves, they often become full-time Police Officers for Lodi and other cities. The Lodi Police Department also partners with Lodi Unified School District through an R.O.P. Police Academy Program for young people interested in a law enforcement career. The academy environment is actually based on the traditional academy for police officers. There are currently forty-five Juniors and Seniors enrolled in the academy.

**FUNDING:** None

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Jerry J. Adams  
Chief of Police

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Presentation of New Public Benefits Customer Rebate Programs (EUD)  
**MEETING DATE:** April 21, 2004  
**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** None required.

**BACKGROUND INFORMATION:** On April 7, 2004, the Lodi City Council approved the *Lodi Residential Swimming Pool Pump & Motor Rebate Program*.

The new program, designed for residential customers and apartment managers/owners in Lodi, provides various rebates when these customers retrofit their existing pool pumps and/or motors with new, high efficiency pumps and motors.

The rebate program, funded through the City of Lodi Public Benefits Program, will take effect on May 1, 2004, and will be offered to eligible customers until funds in this particular program are depleted.

**FUNDING:** None

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Alan N. Vallow  
Electric Utility Director

**PREPARED BY:** Rob Lechner, Manager of Customer Service & Programs

ANV/RL/ist

cc: City Attorney

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APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Register of Claims Dated April 7, 2004 in the Amount of \$4,684,878.30

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Finance Technician

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**RECOMMENDED ACTION:** That the City Council receive the attached Register of Claims. The disclosure of the PCE/TCE expenditures are shown as a separate item on the Register of Claims.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$4,684,878.30 dated April 7, 2004, which includes PCE/TCE payments of \$1,183.16.

**FUNDING:** As per attached report.

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Vicky McAthie, Finance Director

VM/kb

Attachments

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APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager



Accounts Payable  
Council Report

Page  
Date  
Amount

- 1  
- 04/07/04

As of Thursday	Fund	Name	
03/25/04	00100	General Fund	862,783.16
	00160	Electric Utility Fund	215,279.22
	00161	Utility Outlay Reserve Fund	22,288.23
	00164	Public Benefits Fund	8,262.50
	00170	Waste Water Utility Fund	7,417.90
	00172	Waste Water Capital Reserve	210.18
	00180	Water Utility Fund	4,582.68
	00210	Library Fund	5,783.54
	00211	Library Capital Account	2,077.42
	00234	Local Law Enforce Block Grant	1,087.50
	00270	Employee Benefits	307,276.09
	00300	General Liabilities	7,595.29
	00310	Worker's Comp Insurance	15,291.72
	00325	Measure K Funds	118.58
	00327	IMF(Local) Streets Facilities	130.46
	01211	Capital Outlay/General Fund	75.74
	01212	Parks & Rec Capital	11,492.66
	01250	Dial-a-Ride/Transportation	2,955.90
	01410	Expendable Trust	2,898.10
Sum			1,477,606.87
	00183	Water PCE-TCE	1,183.16
Sum			1,183.16
Total for Week			
Sum			1,478,790.03

Accounts Payable  
Council Report

Page  
Date  
Amount

- 1  
- 04/07/04

As of Thursday	Fund	Name	
04/01/04	00100	General Fund	251,661.43
	00102	Facade Program	673.00
	00103	Repair & Demolition Fund	782.50
	00123	Info Systems Replacement Fund	788.73
	00160	Electric Utility Fund	2,533,588.64
	00161	Utility Outlay Reserve Fund	225,584.11
	00164	Public Benefits Fund	3,303.50
	00170	Waste Water Utility Fund	19,898.23
	00171	Waste Wtr Util-Capital Outlay	10,650.00
	00172	Waste Water Capital Reserve	1,081.20
	00180	Water Utility Fund	7,565.17
	00181	Water Utility-Capital Outlay	2,373.26
	00210	Library Fund	7,547.26
	00211	Library Capital Account	7,600.00
	00234	Local Law Enforce Block Grant	1,869.73
	00270	Employee Benefits	22,386.54
	00300	General Liabilities	41,947.92
	00310	Worker's Comp Insurance	7,721.78
	00320	Street Fund	1,411.30
	00325	Measure K Funds	54.95
	00326	IMF Storm Facilities	1,678.55
	00329	TDA - Streets	890.26
	00331	Federal - Streets	12,700.00
	00454	Hud-1998/99	20,800.00
	00501	Lcr Assessment 95-1	1,465.43
	01211	Capital Outlay/General Fund	2,239.61
	01212	Parks & Rec Capital	3,538.91
	01250	Dial-a-Ride/Transportation	6,163.48
	01410	Expendable Trust	8,122.78
			-----
Sum			3,206,088.27
			-----
Total for Week			
Sum			3,206,088.27

## Council Report for Payroll

Page -

1

Date -

04/07/04

Payroll	Pay Per Date	Co	Name	Gross Pay
-				
Regular	03/28/04	00100	General Fund	806,571.39
		00160	Electric Utility Fund	153,658.13
		00161	Utility Outlay Reserve Fund	2,483.52
		00164	Public Benefits Fund	4,878.42
		00170	Waste Water Utility Fund	59,922.16
		00180	Water Utility Fund	7,659.79
		00210	Library Fund	32,662.33
		00235	LPD-Public Safety Prog AB 1913	1,501.47
		01250	Dial-a-Ride/Transportation	2,834.32
Pay Period Total:				
Sum				1,072,171.53
Retiree	04/30/04	00100	General Fund	29,491.26
		00210	Library Fund	490.38
Pay Period Total:				
Sum				29,981.64



## CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Approve Minutes

- a) March 30, 2004 (Shirtsleeve Session)
- b) April 6, 2004 (Shirtsleeve Session)
- c) April 6, 2004 (Special Meeting)
- d) April 12, 2004 (Special Meeting)
- e) April 13, 2004 (Shirtsleeve Session)
- f) April 13, 2004 (Special Meeting)
- g) April 14, 2004 (Special Joint Meeting with Parks and Recreation Commission)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** That the City Council approve the following minutes as prepared:

- a) March 30, 2004 (Shirtsleeve Session)
- b) April 6, 2004 (Shirtsleeve Session)
- c) April 6, 2004 (Special Meeting)
- d) April 12, 2004 (Special Meeting)
- e) April 13, 2004 (Shirtsleeve Session)
- f) April 13, 2004 (Special Meeting)
- g) April 14, 2004 (Special Joint Meeting with Parks and Recreation Commission)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes, marked Exhibit A through G.

**FUNDING:** None required.

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Susan J. Blackston  
City Clerk

SJB/JMP

Attachments

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

**CITY OF LODI  
 INFORMAL INFORMATIONAL MEETING  
 "SHIRTSLEEVE" SESSION  
 CARNEGIE FORUM, 305 WEST PINE STREET  
 TUESDAY, MARCH 30, 2004**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 30, 2004, commencing at 7:05 a.m.

**A. ROLL CALL**

Present: Council Members – Beckman, Hitchcock, Howard, and Mayor Hansen

Absent: Council Members – Land

Also Present: City Manager Flynn, Interim City Attorney Schwabauer, and City Clerk Blackston

**B. CITY COUNCIL CALENDAR UPDATE**

City Clerk Blackston reviewed the weekly calendar (filed).

**C. TOPIC(S)**

C-1 "Water/wastewater financing and rates"

Public Works Director Prima reported that Phase 1 of the improvements to the White Slough Water Pollution Control Facility is nearing completion. Phase 2, which includes installation of the tertiary filters and UV disinfection equipment and other aeration improvements, is currently out to bid. He noted that the facility is served by Pacific Gas & Electric through contracts with Northern California Power Agency and Lodi Electric; however, major upgrading needs to be done to the lines. Staff anticipates difficulties in meeting discharge standards and are considering alternatives such as total land disposal.

John Farnkopf, Senior Vice President of Hilton Farnkopf & Hobson, reviewed the wastewater rate study tables (all filed). Referencing table one, he noted that a 1% growth in the community was projected. An adjustment for the in-lieu of tax transfer to the General Fund was made, which shows it at the 12% level and declining to 9% by the end of the period. The assumptions were built into table one, which projects the revenue requirements. It began with the City's current budget and using escalation factors, calculates the amounts through fiscal year 2011-12. It nets out non-operating revenue and arrives at the amount of revenue that is required from rates. Row 15 shows a 25% increase projected for May 2004 and 25% for July 1, 2005. Rate increases then taper off to inflationary levels to keep up with the assumptions.

The rate increases shown in table three cover the annual revenue requirements and maintain the target fund balances. There are occasions where the amount is above target; however, at the end of the projection period it is very close. The Impact Fund (00173) contemplates an increase in the impact fees in 2004-05.

In answer to Council inquiries, Mr. Prima explained that in order to do the financing the City had to meet an additional bonds test tied to the current bond. When the Operations Fund (00170), Capital Outlays (00171), and White Slough Capital Fund (00172) are combined the balance is 101%. Mr. Prima assured Council that this financing is not to "fix any past issues"; it is strictly to meet the permit requirements.

Addressing City Manager Flynn, Mayor Pro Tempore Beckman asked how much cash was missing from the Wastewater Fund due to transfers (such as for transit) and whether the proposed rates are factored to replenish the transfer amounts.

Mr. Flynn replied that on June 30 an accounting entry is made and cash is distributed. On July 1 the Finance Department reverses the entry. He explained that the deficit was due to a transit grant that was not received. He confirmed that the proposed rates are not affected by the transfers.

In reference to the transfer issue, Council Member Hitchcock recalled that it amounted to \$9 million and asked the City Manager to provide Council with an itemized accounting.

Alex Burnett, financial advisor from the firm of Public Financial Management, explained that major financings for an enterprise require revenues to be sufficient to meet ongoing maximum annual debt service. Rates and revenues will be higher in the beginning and will over time come in line with expenses. He recalled that Phase 1 was funded through the California Statewide Communities Development Authority bond pool. The proposed Phase 2 financing is for \$25 million for a term of 20 years with a fixed rate. Phase 3 financing would occur in 2006 and include the potential refunding of the 1991 Certificates of Participation (COPs). Mr. Burnett stated that George Wolfe of First Albany is the proposed underwriter who would negotiate the placement and sale.

Mr. Burnett distributed a 13-page packet of material entitled, "White Slough Water Pollution Control Facility and Related Financing" (filed). Referencing page 6, he explained that the revenue bond index is a proxy for long-term tax-exempt rates and is published weekly. As of March 12 the index was 4.75, which is the lowest it has ever been in 25 years. Page 7 shows the structure of the debt service after the proposed issuance of the 2004 financing. It does not incorporate the proposed 2006 financing. The 2003 bonds represent a small share. Page 8 includes two sets of legal covenants related to the 1991 COPs, as well as the 2003 and proposed 2004 COPs. These include: 1) the rate covenant, which is the requirement to set annual revenues to meet annual expenses, and, 2) the additional bonds test. Under the additional bonds test is a concept called "adjusted net revenues." "Net revenues" is the gross amount less operations and maintenance. The 1991 covenants do not allow connection fees to be included in the calculation. In calculating net revenues for 2003 there is some question about whether the General Fund transfer is included as part of operations and maintenance. The rate covenants listed on page 10 assume a 20-year level debt service, which includes the projected rate increases of 25% this year, 25% in 2005-06, and 3% thereafter. Mr. Burnett stated that the projected rate increases contemplate the 2006 financing, but not the 1991 refunding. System net revenues were calculated at \$3.1 million. The 1991 COPs require an adjustment for connection fees of almost \$1.4 million, which leaves only \$1.7 million of revenues for purposes of meeting the additional bonds test. Roughly \$1.5 million is the estimated impact from the rate increase, which is allowed to be taken into consideration for purposes of the additional bonds test. Mr. Burnett reported that the amount is \$3.243 million with the rate increase, and the requirement is \$3.117 million.

Council Member Howard asked whether additional rate increases will be proposed at the time of the projected 2006 financing.

Mr. Prima replied that it would be contingent upon: 1) the project costs coming in as estimated, 2) interest rates remaining low, and 3) impacts resulting from the next permit.

Council Member Howard recalled that Council had expressed a desire to keep the in-lieu of tax transfer "revenue neutral" and asked whether this has been accounted for, to which Mr. Prima answered in the affirmative.

Mr. Burnett reported that a meeting with the rating agencies has been scheduled for April 22. Final action by Council is anticipated on April 27, subsequent to which a week of pre-marketing of the bonds would occur, with the sale taking place on May 11 and the close one week later.

Mr. Prima reiterated that the Phase 2 project is currently out to bid and staff hopes to have it awarded in early May. The current permit has a condition to have the filters on-line at the end of May. Staff has sent a letter to the Regional Board requesting an extension to January 2005 to have the new permit conditions applied to the City. Staff will return to Council to discuss the impact mitigation fees (AKA connection fees) in June or July 2004. Mr. Prima reported that the public notice of proposed increases to monthly water, sewer, and refuse rates and charges included a statement that all rates may be increased by an amount up to the percentage increase in the Consumer Price Index on July 1, 2005, and each following year as needed. This will be part of what Council will consider at the public hearing scheduled for April 27, 2004.

**D. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

None.

**E. ADJOURNMENT**

No action was taken by the City Council. The meeting was adjourned at 8:25 a.m.

ATTEST:

Susan J. Blackston  
City Clerk

**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 6, 2004**

The April 6, 2004, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Susan J. Blackston  
City Clerk



**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 6, 2004**

A. CALL TO ORDER / ROLL CALL

The Special City Council meeting of April 6, 2004, was called to order by Mayor Pro Tempore Beckman at 7:05 a.m.

Present: Council Members – Beckman, Hitchcock, Howard, and Land

Absent: Council Members – Mayor Hansen

Also Present: City Manager Flynn, Interim City Attorney Schwabauer, and City Clerk Blackston

CITY COUNCIL CALENDAR UPDATE

City Clerk Blackston reviewed the weekly calendar (filed).

B. CLOSED SESSION

At 7:06 a.m., Mayor Pro Tempore Beckman adjourned the Special City Council meeting to a Closed Session to discuss the following matters:

B-1 Prospective sale of real property located at 610 South Guild Avenue (±5 acres) owned by the City of Lodi, California (APN 049-250-77); the negotiating parties are the City of Lodi, California, and Arthur Anderson; Government Code §54956.8

B-2 Prospective lease of City property – commercial/retail space located at 50 North Sacramento Street, Lodi, CA (APN 043-037-07), the Downtown Parking Structure; the negotiating parties are the City of Lodi, California; Lodi City Center 12, LLC; and Atlas Properties; price and terms of the lease are under negotiation; Government Code §54956.8

B-3 Actual litigation: Government Code §54956.9(a); one case, *Smalley v. City of Lodi et al.*, San Joaquin County Superior Court, Case No. CV010730

NOTE: Council Member Land left the Closed Session at 7:25 a.m.

The Closed Session adjourned at 8:15 a.m.

C. RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 8:16 a.m., Mayor Pro Tempore Beckman reconvened the Special City Council meeting, and Interim City Attorney Schwabauer disclosed the following actions.

In regard to Item B-1, Council approved the proposed sale of real property located at 610 South Guild Avenue subject to agreement on final terms.

In regard to Item B-2, no reportable action was taken in closed session.

In regard to Item B-3, Council provided direction.

D. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 8:16 a.m.

ATTEST:

Susan J. Blackston  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
MONDAY, APRIL 12, 2004**

**A. CALL TO ORDER / ROLL CALL**

The Special City Council meeting of April 12, 2004, was called to order by Mayor Hansen at 4:33 p.m.

Present: Council Members – Beckman, Hitchcock, Howard, Land, and Mayor Hansen

Absent: Council Members – None

Also Present: City Manager Flynn, Interim City Attorney Schwabauer, and City Clerk Blackston

**B. REGULAR CALENDAR**

- I-1 “Approve Special Allocation for expenses incurred by outside counsel relative to the Environmental Abatement Program (EAP) litigation (\$196,951.05)”

Interim City Attorney Schwabauer reported that Barger & Wolen’s bill for \$94,009.49 covers its services from December 9, 2003 through January 31, 2004. Mr. Schwabauer noted that he excised \$13,000 from the bill for further discussions. Kronick, Moskovitz, Tiedemann & Girard’s (KMTG) bill for \$100,936.58 is for the month of February. He emphasized that Council will need to make a decision in the near future regarding a source of funds for paying upcoming bills of outside counsel. He believed that most of the Barger & Wolen bills and a significant portion of the KMTG bills will not be paid by the City’s insurance carrier because they do not involve defense of claims.

In answer to Council Member Land, Mr. Schwabauer explained that the majority of the Barger & Wolen bills were for services that were authorized by the Council vote that hired the firm on December 9, including issues related to Lehman Brothers and work it did in the transition between lawyers. Mayor Hansen added that Barger & Wolen also worked in conjunction with KMTG on preparing some of the documents related to the Environmental Abatement Program (EAP) litigation. The audit of Envision Law Group is on hold pending a response from the City’s insurance carrier.

Mr. Schwabauer stated that the following expenses would be deducted from the \$50,000 that was previously appropriated by Council to the City Attorney’s Office:

- Approximately \$3,000 for KMTG services pertaining to the deputy city attorney role, e.g. providing advice to department heads, etc;
- Approximately \$4,700 for KMTG services related to the case of Rogers v. County of San Joaquin; and
- Approximately \$1,000 for KMTG services related to the case of Phelps v. City of Lodi

Work that KMTG performed in the amount of \$5,000 with regard to the Wastewater Certificates of Participation will be included in the cost of the financing. The remainder of KMTG’s cost of services would be deducted from the Water Fund.

In reply to Mayor Pro Tempore Beckman, Council Member Land explained that he would be voting against the motion to approve a special allocation for expenses incurred by Barger & Wolen. He felt that a conflict of interest existed for which the firm had originally stated it would not continue representing; however, it later changed its position and is continuing to represent the claim.

**MOTION:**

Mayor Pro Tempore Beckman made a motion, Hansen second, to approve the Special Allocation in the amount of \$196,951.05 for expenses incurred by outside counsel relative to the EAP litigation.

DISCUSSION:

Council Member Howard commented on the difficulty that Council finds itself in the current situation where the increase in workload between regular day to day matters, in addition to the EAP litigation, has resulted in the majority of Council authorizing Barger & Wolen to conduct services above and beyond the original intent of the audit.

Council Member Hitchcock contended that the City's current situation is a result of having been taken advantage of. She spoke in favor of pursuing the audit/investigation, as she did not want to see anyone get away with activities that cost taxpayers millions of dollars.

Mayor Hansen concurred with Ms. Hitchcock's comments. He expressed dismay that Council Member Land would not vote in favor of the authorization of payment for these services when he was involved in some of the decisions that led the City to its current position. He outlined two options: 1) decide not to spend any additional money to pursue the matter any further regardless of what has taken place up to this point; or 2) do whatever is possible within a reasonable framework to hold individuals responsible for their actions and attempt to recover funds. He pointed out that the City was forced to deal with the issues that Barger & Wolen and KMTG have been working on to protect the City's interest, and their legal fees are more reasonable than what the City incurred in the past. In reference to Mr. Land's concern related to Barger & Wolen's conflict of interest, Mr. Hansen noted that it has been waived by all parties within the prescribed standards of the State Bar of California.

Council Member Land reiterated his concern that Barger & Wolen changed its stance on continuing to represent the company it had a conflict with after agreeing to work for the City and he intimated that it was a conflict of such significance that it should not be waived. He noted that for the past three and a half years the City has not paid anything to the attorneys representing it in the EAP litigation, because it was being paid from insurance proceeds.

Mayor Hansen replied that the majority of funds came from the Lehman Brothers financing, which has been depleted, and only a small amount of that has been refunded.

In response to Council Member Land's comments, Council Member Hitchcock countered that the City paid \$25 million to its former counsel and the debt is continuing to increase due to the loan interest of nearly 30%. She reported that many of the recently submitted "Requests for Information – Legal Services" proposals have indicated that the past strategy had been a folly from the start. The City now finds itself in the position of beginning again and whichever firm it hires to represent it in the EAP litigation will cost millions of dollars on top of what has already been spent.

VOTE:

The above motion carried by the following vote:

Ayes: Council Members – Beckman, Hitchcock, Howard, and Mayor Hansen

Noes: Council Members – Land

Absent: Council Members – None

- I-2 "Discussion and direction regarding Notice of Intention to Circulate Petition submitted March 30, 2004, to the Lodi City Clerk's Office by Elizabeth M. Fiske, Glenda Hesseltnie, and Walter Pruss"

Interim City Attorney Schwabauer reported that during the process of preparing the ballot title and summary for the proposed initiative, Community Development Director Bartlam and Public Works Director Prima brought to his attention that it addresses only C-1 and C-2 zoning areas; however the Lodi Zoning Code allows retail commercial to be constructed in any zoning designation with the exception of residential. In addition, Mr. Schwabauer

expressed concern that the proposed initiative requires the City Council to amend the general plan and other planning documents to make them consistent with the initiative. He believed the initiative was flawed by imposing an obligation on a governmental entity to make an amendment that is yet to be decided. He felt it would be worthwhile to explore with the initiative proponents what they intend the initiative to cover, for instance, a building in excess of 100,000 square feet that has five different companies operating within it.

Mayor Hansen was in favor of Mr. Schwabauer working with the initiative proponents to ensure that the ballot measure is legal on its face.

Mayor Pro Tempore Beckman encouraged the initiative proponents to ask questions of Mr. Schwabauer to make sure they have a legally sound document that appropriately addresses their intent.

Council Member Howard commented that based on the 'Ballot Box Planning' guide published by the Institute of Local Self Government, the City's role is one of administration and it should be careful not to show bias or sway the proponents in drafting the initiative. She believed it was appropriate for Mr. Schwabauer to communicate his concerns to the citizens group with a focus on what is legally correct and complements the City's policies.

Council Member Hitchcock felt it was the City's obligation to help the initiative proponents in meeting their intent by asking probing questions about what they are trying to accomplish. It was her understanding that if the initiative passed it would be incumbent upon the City to make sure its laws were consistent with the general plan and make amendments accordingly.

Mr. Schwabauer stated that if an initiative were to pass that was inconsistent with the general plan it would not be legal. The initiative would need to cure any inconsistencies with the general plan at the time it was passed.

Council Member Land agreed that the City should not participate in drafting the initiative, but should assist the citizens group by asking questions that would allow them to recognize where they might want to make amendments to better meet their aims.

#### PUBLIC COMMENTS:

- Ann Cerney, representing the Small City Preservation Committee, felt that the matters can be addressed without much difficulty and the Committee can come to an accord with the City regarding the initiative wording. The Committee intends to have its attorney contact Mr. Schwabauer as soon as possible so that changes can be made to satisfy the concerns that have been raised.

Mayor Hansen stated that he would be scheduling a meeting with Ms. Cerney and Ms. Fiske to discuss the moratorium issue. He believed that their concerns and the City's were similar. Following their discussion he would report to Council whether or not differences can be resolved.

#### MOTION / VOTE:

There was no Council action taken on this matter.

### C. CLOSED SESSION

At 5:11 p.m., Mayor Hansen adjourned the Special City Council meeting to a Closed Session to discuss the following matter:

- B-1 Actual Litigation: Government Code §54956.9(a); one case; City of Lodi, a California Municipal Corporation, and Lodi Financing Corporation, a California nonprofit corporation v. Lehman Brothers, Inc. and US Bank National Association, United States District Court, Eastern District of California, Case No. CIV. S-04-0606 MCE-KJM

The Closed Session adjourned at 6:35 p.m.

*Continued April 12, 2004*

D. RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 6:35 p.m., Mayor Hansen reconvened the Special City Council meeting, and Interim City Attorney Schwabauer disclosed that no reportable action was taken in closed session.

E. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 6:36 p.m.

ATTEST:

Susan J. Blackston  
City Clerk

**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 13, 2004**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 13, 2004, commencing at 7:00 a.m.

**A. ROLL CALL**

Present: Council Members – Beckman, Hitchcock, Howard, Land, and Mayor Hansen

Absent: Council Members – None

Also Present: City Manager Flynn, Interim City Attorney Schwabauer, and City Clerk Blackston

**B. CITY COUNCIL CALENDAR UPDATE**

City Clerk Blackston reviewed the weekly calendar (filed).

**C. TOPIC(S)**

C-1 "Employee medical insurance"

City Manager Flynn reported that approximately four weeks ago the City was notified that primary care physicians would no longer be contracting with Delta IPA. The same situation had previously taken place with specialist physicians in Lodi. Human Resources Director Narloch contacted the California Public Employees' Retirement System (CalPERS) and informed them that this was unacceptable. Late last week an agreement was made between the physicians and Delta IPA. The question remains as to what course of action the City should take in the future. Mr. Flynn reminded Council that a large number of retirees depend on CalPERS. He anticipated this issue being placed on a Council agenda in September for discussion of alternatives.

Human Resources Director Narloch stated it was her understanding that the primary care physicians, specialists, and the hospital have come to an agreement with Delta IPA through the end of this calendar year only. She reported that in an effort to address health care difficulties, cities have united under the umbrella of the League of California Cities, as well as forming small coalitions to examine the issue. A main concern has been the lack of responsiveness from CalPERS to public agencies. CalPERS recently amended its policy to stipulate that if a city opts out of its health plan, it cannot be added back in for a period of five years. There has also been a concern between northern and southern California cities as to how costs are allocated. Southern cities have supported regional ratings. It would be in the best interest of all cities for CalPERS to incorporate the regional rating, because if the southern cities leave CalPERS, northern cities would be paying more for premiums. This matter will be decided by the CalPERS Board next Tuesday. Within the next two months CalPERS will be announcing the rates for next year. Agencies have 60 days from the release of the rates in which to opt out of CalPERS. This action would need to be done by City Council resolution. Ms. Narloch reported that the City's insurance broker has information relative to costs for sole-source agreements with various providers. Another option that cities are exploring is forming Joint Powers Authorities.

In response to Mayor Hansen, Mr. Flynn explained that one of the problems is how CalPERS goes about forming its pool of medical care providers. As a result Lodi pays rates which incorporate costs for San Francisco physicians; however, local care providers receive a lesser amount in reimbursement. He also reported that local physicians have been unable to discern who is in charge of Delta IPA or what its bylaws are.

*Continued April 13, 2004*

Council Member Howard believed that a Preferred Provider Organization would address many of the concerns over the long term. She acknowledged there would be an increased cost which would require continuing participation in cost sharing by employees.

**D. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

None.

**E. ADJOURNMENT**

No action was taken by the City Council. The meeting was adjourned at 7:25 a.m.

ATTEST:

Susan J. Blackston  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 13, 2004**

The April 13, 2004, Special meeting of the Lodi City Council was canceled.

ATTEST:

Susan J. Blackston  
City Clerk



**LODI CITY COUNCIL  
SPECIAL JOINT CITY COUNCIL MEETING  
WITH THE PARKS AND RECREATION COMMISSION  
LODI TRANSIT STATION, 24 SOUTH SACRAMENTO STREET  
WEDNESDAY, APRIL 14, 2004**

**A. CALL TO ORDER / ROLL CALL**

The Special Joint City Council meeting with the Lodi Parks and Recreation Commission of April 14, 2004, was called to order by Mayor Hansen at 5:15 p.m.

Present: Council Members – Beckman (arrived at 5:30 p.m.), Hitchcock (arrived at 7:25 p.m.), Howard, Land, and Mayor Hansen

Absent: Council Members – None

Present: Parks and Recreation Commissioners – Akin, Davis, Johnson, and Sasaki

Absent: Parks and Recreation Commissioners – Wall

Also Present: City Manager Flynn, Interim City Attorney Schwabauer, Deputy City Manager Keeter, Parks and Recreation Director Goehring, Parks Superintendent Dutra, Parks Project Coordinator Virrey, and City Clerk Blackston

**B. TOPIC(S)**

Departing the Lodi Transit Station by bus at 5:15 p.m., the City Council and Recreation Commission toured the following facilities and parks:

Armory Park

Steve Dutra, Parks Superintendent, reported that the renovations to the field have been completed. Maxicom irrigation has been installed, 1,083 yards of dirt from DeBenedetti G-Basin was used, as well as 48,000 square feet of hybrid Bermuda sod. The grass will be mowed for the first time this Friday and softball will begin on June 1.

Lodi Lake Park

Mr. Dutra announced that the Phase 2 bike and pedestrian trail dedication and 70<sup>th</sup> anniversary of Lodi Lake Park will be held on May 21 from 3:00 to 5:00 p.m. He reported that an inmate crew of 18 picked up debris from the empty lake bottom today. The cost to the City was \$300 for 120 hours of labor.

Note: Mayor Pro Tempore Beckman arrived at 5:30 p.m.

Parks and Recreation Director Goehring reported that, as a cost savings effort, Lodi Lake will be open for swimming Wednesday through Sundays, and Blakely pool will be open Thursday through Sunday. He explained that the number of lifeguards since last year has decreased from 35 to 24.

Commissioner Johnson noted that Andy Christensen, Woodbridge Irrigation District (WID) Manager, had recently reported that the WID Board has not yet made a policy decision to keep the lake full year round, as was stated earlier during discussions regarding building the new dam.

Mr. Dutra commented that the Discovery Center display changes every two to three years. Docents will staff the facility on Wednesdays and Saturdays with City employees operating the Center on Sundays. He stated that the docent program continues to expand and has experienced an increase in school tours. The Rotary Club has expressed an interest in developing an Exploratorium on the 13-acre west side area of the Lake with a focus on nature and biology.

Vinewood Dog Park

Mr. Dutra pointed out that the north basin of the park is for sports activities and the south basin is a dog park. There is a need for renovating the irrigation system, as it uses too much water and is costly to maintain.

Commissioner Johnson stated that patrons of the dog park would like to have a chain link fence separating the two basins. Currently there are signs delineating the two areas of the park.

Roget Park

Mr. Dutra noted that Roget Park is undeveloped and there is no irrigation system. A conceptual plan has been approved and the goal is to keep as many trees as possible.

Commissioner Johnson reported that earlier this month plans for the new Century Meadows Park were discussed with the Commission. Chairman Wall had questioned why resources would be directed toward a new park when nothing has been done to develop Roget Park.

Mr. Goehring noted that the continuation school being built across the street hopes to utilize Roget Park as a recreational outlet site for its students.

DeBenedetti Park

Mr. Dutra noted that during the next three years A.M. Stephens would be removing 20,000 truck loads of dirt from the park. Some trees will need to be removed when the park is developed. Existing trees have been evaluated and pruned.

Mayor Pro Tempore Beckman suggested that an offer be made to anyone wishing to save the trees through a relocation effort at their expense.

Century Meadows

Mr. Dutra reported that staff plans on approaching the developer next week regarding funding toward grading, irrigation, turf, and a chain link fence on the east and west property lines. Century Meadows will be a three-acre park surrounded by a subdivision. He noted that this was the first park for which funds will be available for maintenance through a landscape and lighting district.

Mr. Johnson commented that the Recreation Commission was not informed about the park in advance of its site selection and indicated that he did not believe it was the best location.

Kofu Park

Mr. Dutra stated that a new backflow device to protect the water supply was recently installed. He noted that the skate park remains closed.

Mr. Goehring anticipated that an ordinance related to a 'no fee, unsupervised skate park' would be brought to Council in May

Legion Park

Mr. Dutra reported that Legion Park is a popular picnic and building rental location. The park building needs to be upgraded and have roof repairs done.

Mayor Hansen commented that restoring the fountain on the southeast corner of the park would be a good community service project.

Emerson Park

Mr. Dutra reported that renovations to the park are expected to be completed by mid-May of this year.

Note: Council Member Howard left at 6:45 p.m.

Parks & Recreation Annex and Office

Commissioner Sasaki distributed copies of an e-mail (filed) related to a possible funding source from the Joan Kroc community center donation. He suggested that it be considered for the proposed Indoor Sports Center.

Mr. Goehring stated that proposed fee increases related to the joint use agreement with Lodi Unified School District will be brought before the District in May, and then to the Recreation Commission and City Council.

Mr. Dutra mentioned that the County Sheriff's Department offers an Alternative Work Program, wherein inmates are released to work in exchange for shortening their sentences. Mr. Dutra stated that he had contacted other agencies that participate in the program and they have expressed positive comments. The City's Risk Manager has not been in favor of the idea, due to the requirement for the City to provide Workers Compensation Insurance.

In reply to Mayor Hansen, Commissioner Johnson reported that Blaine DeJong resigned two weeks ago as a board member from the Boosters of Boys and Girls Sports (BOBS). Mr. Goehring mentioned that he has drafted a Code of Conduct that will be attached to the amended BOBS Memorandum of Understanding that Interim City Attorney Schwabauer is working on. Mr. Goehring noted that he would be presenting the draft Code to the BOBS Board meeting later tonight.

Note: Council Member Hitchcock arrived at 7:25 p.m.

Discussion ensued about the three capital projects: 1) Indoor Sports Center, 2) DeBenedetti Park, and 3) Aquatics Facility. Mayor Pro Tempore Beckman suggested that the Recreation Commission prioritize the projects.

Council Member Hitchcock felt that all parks and recreation issues and projects (e.g. Skate Park) should be brought before the Recreation Commission prior to the City Council. A preference for the Indoor Sports Center as being the highest priority was voiced by Commissioner Sasaki, Mayor Hansen, and Council Member Land. Mayor Pro Tempore Beckman and Council Member Hitchcock stated that they would support the Recreation Commission's priority recommendation if it represented the entire community.

Mr. Dutra reported that the recreation annex trailer installed in 1988 has mold and other problems and must be removed from the site. Staff will temporarily occupy offices at rental property across the street.

C. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 7:50 p.m.

ATTEST:

Susan J. Blackston  
City Clerk



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve plans and specifications and authorize advertisement for bids for one (1) AC HiPot Tester (EUD)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** That the Council approve the plans and specifications for one (1) AC HiPot tester and authorize advertising for bids.

**BACKGROUND INFORMATION:** The Electric Utility Department substations utilize vacuum style circuit breakers for the majority of the 12kV circuits. The City currently has a 25-year-old D.C. HiPot tester which does not meet even the minimum manufactures test specifications. The D.C. tester is unstable in its operation and has been repaired several times in past years. The recommended method as now specified by the manufacturer, NFPA and IEEE is to use an A.C. HiPot tester which puts out a wave form that mimics the AC wave form that is impressed upon the contacts of the vacuum bottles and thus provides a more accurate picture of the condition of the vacuum bottles.

Bid opening has been scheduled for May 12, 2004.

**Estimated Cost:** \$12,000

**FUNDING:** Electric Utility Capital Budget  
(See page E-48 of the 2003-2005 Financial Plan & Budget)

**Funding Approval:** \_\_\_\_\_  
Vicky McAthie, Finance Director

\_\_\_\_\_  
Alan N. Vallow  
Electric Utility Director

**PREPARED BY:** Carl Lindstrom, Electric Utility Superintendent

ANV/CL/Ist

cc: City Attorney

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve plans and specifications, authorize advertisement for bids for installation of streetlights on Phase IV of the Streetlight Completion Project (\$802,000) and authorize the transfer of funds for the project (EUD)

**MEETING DATE:** April 21, 2004

**SUBMITTED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** That the City Council approve the plans and specifications and authorize advertisement for bids for installation of streetlights on Phase IV of the Streetlight Completion Project and authorize the transfer of funds for the project.

**BACKGROUND INFORMATION:** One of the City's goals is to provide streetlighting in unlit portions of the City. This project, known as the Streetlight Completion Project, is estimated to install 1000 – 1200 lights over a period of 3 – 5 years at a cost of \$ 3.5 – 4 million in several phases. Phase IV will install a total of 292 streetlights in various areas throughout the City. A contractor through the bid process, this item, will install 267 of these lights (109 steel standards and 158 City furnished concrete standards). City forces will install 25 streetlights on existing wood utility poles. This recommendation will also provide funding for construction contract management as well as other construction work by City forces. In addition the recommended transfer will provide funding for ongoing design of Phase V and expenditures incurred to date in excess of previous funding.

The estimated cost of the construction contract is \$802,000.

The recommended amount of transfer from the Electric System Revenue Certificates of Participation is \$980,000 (the difference in the cost is due to administrative costs).

Bid opening has been scheduled for May 18, 2004.

**FUNDING:** Electric System Revenue Certificates of Participation

**Funding Approval:** \_\_\_\_\_  
Vicky McAthie, Finance Director

\_\_\_\_\_  
Alan N. Vallow  
Electric Utility Director

**Prepared by:** Al Smatsky, Sr. Electrical Estimator

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

CITY OF LODI  
SPECIAL ALLOCATION REQUEST

TO: ACCOUNTING MANAGER  
FINANCE DIRECTOR

DATE: April 21, 2004

FROM: ELECTRIC UTILITY DEPARTMENT

PROJECT NUMBER: 161672.1825.1700

TITLE: Fund Streetlight Completion Project, Phase IV

Description of Project	Estimated Costs
One of the City's goals is to provide streetlighting in unlit portions of the City. This project, known as the Streetlight Completion Project, is estimated to install 1,000 – 1,200 lights over a period of 3 – 5 years at a cost of \$ 3.5 – 4 million.	\$980,000

This Special Allocation will provide funding for the installation of a total of 292 streetlights, Phase IV of the project, in various areas throughout the City. A contractor, through the bid process, will install 267 of these lights (109 steel standards and 158 City furnished concrete standards). City forces will install 25 streetlights on existing wood utility poles. This Special Allocation will also provide funding for construction contract management as well as other construction work by City forces. In addition the recommended transfer will provide funding for ongoing design of Phase V and expenditures incurred to date in excess of previous funding.

It is recommended that the transfer of \$980,000 be from the Electric System Revenue Certificates of Participation.

City Council action April 21, 2004. Resolution # \_\_\_\_\_

\_\_\_\_\_  
Alan N. Vallow, Electric Utility Director

(If you need more space, use additional sheet and attach to this form)

Date of Approval: _____	Amount Approved: _____	
COUNCIL _____	CITY MANAGER _____	
FUND OR ACCOUNT TO BE CHARGED		
Current Budget _____	Reprogram Funds _____	
Contingent Fund _____	Fund Balance – G F _____	
Capital Outlay Reserve _____	Offset by revenues _____	
CIP control account _____	Other: (Specify) _____	
Utility Outlay Reserve _____	_____	
	Account Number _____	

Accounting Manager \_\_\_\_\_

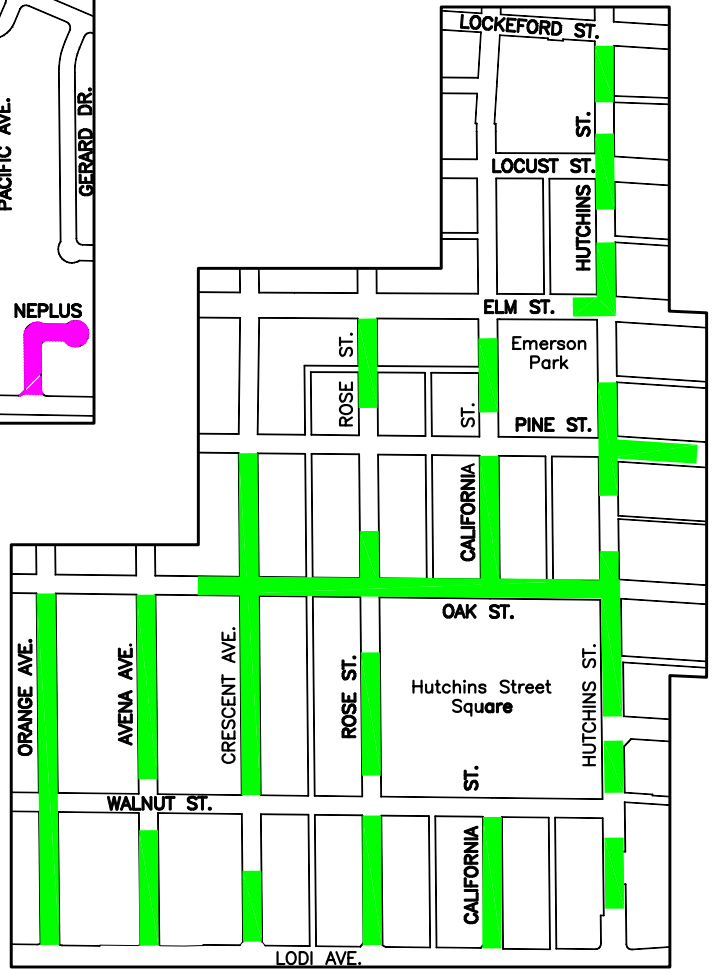
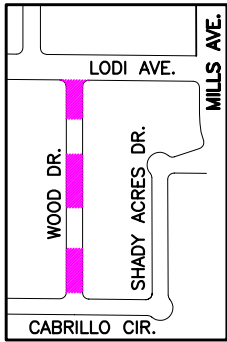
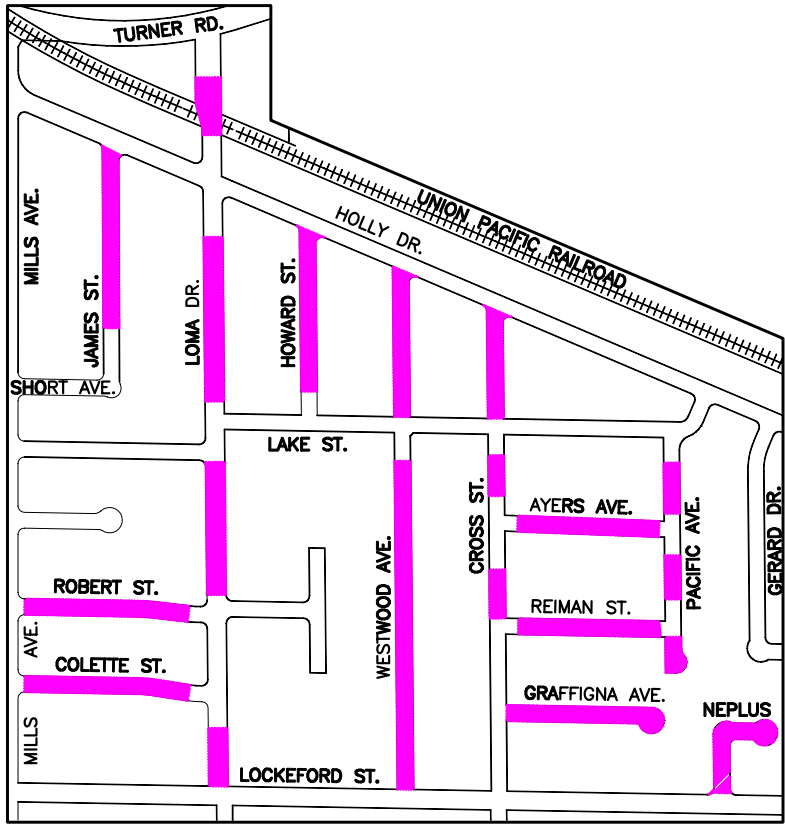
Finance Director \_\_\_\_\_

Submit this form in duplicate to the Finance Director, Distribution after approval will be as follows:

1) Originating Department

2) Finance Department

# STREETLIGHT COMPLETION PROJECT PHASE IV



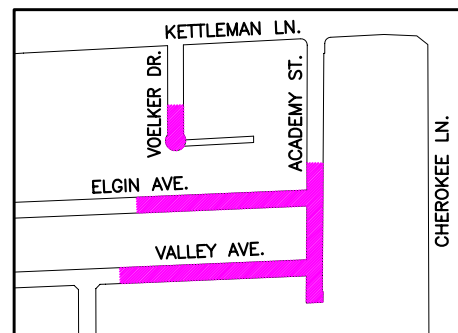
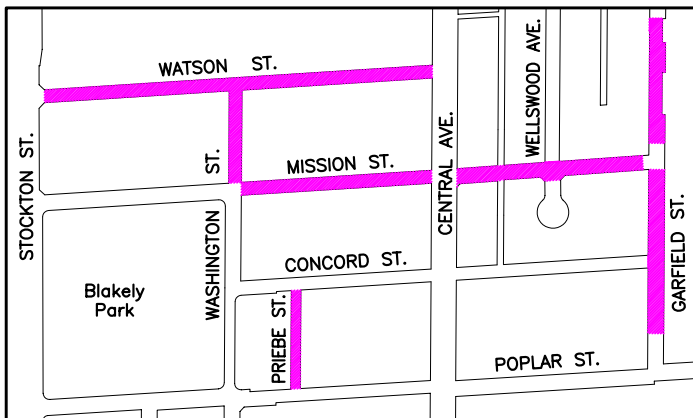
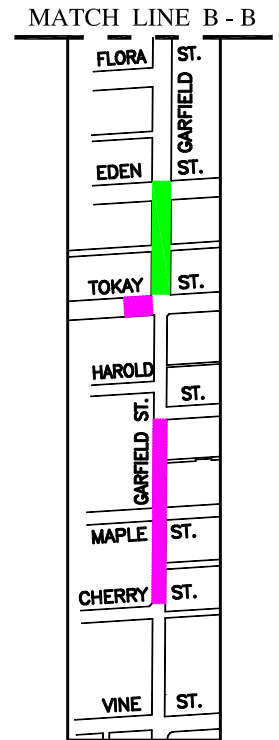
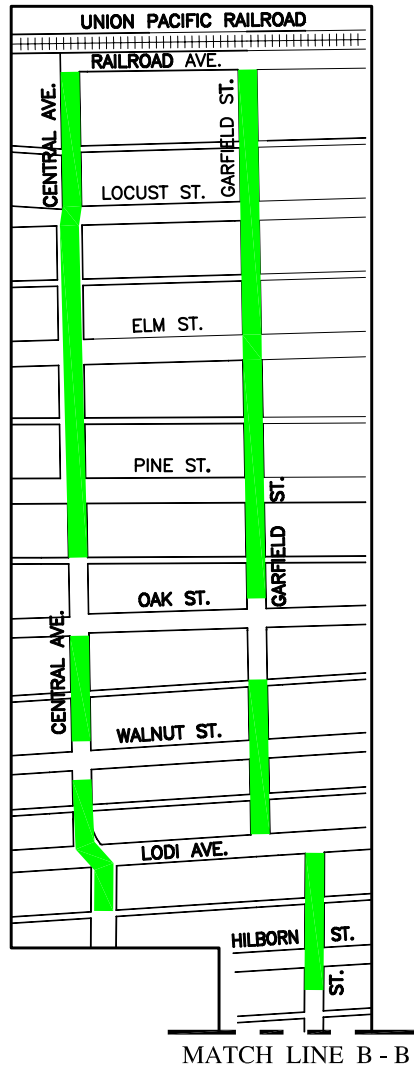
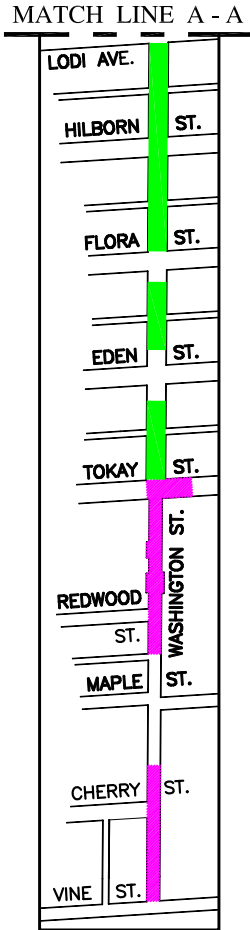
## LEGEND



CONCRETE STANDARDS  
STEEL STANDARDS



# STREETLIGHT COMPLETION PROJECT PHASE IV



**LEGEND**  
 CONCRETE STANDARDS  
 STEEL STANDARDS







# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids for Henning Substation Heavy Load Access and Driveway, 1345 West Kettleman Lane, and Authorizing City Manager to Award the Contract and Appropriate Funds (\$22,000)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council adopt a resolution approving the plans and specifications for the above project, authorizing advertising for bids, and authorizing the City Manager to award the contract up to \$22,000 and appropriate funds.

**BACKGROUND INFORMATION:** This project will provide access to Henning Substation from Kettleman Lane, through the recently-installed gate at the southeast corner of the substation. This new substation entry will eliminate the need for access through the MSC yard, resulting in much-needed additional storage space within the yard. The design of the driveway allows tractor/trailer rigs (lowboys) hauling large power equipment, such as transformers and circuit breakers, to enter and exit directly from Kettleman Lane. The design of the access and driveway will also provide five additional parking spaces for the animal control operation when not needed as turning room for tractor/trailer rigs accessing the substation.

This project consists of grading, compacting, and paving a 3,600 square foot parking lot and paving a 1,700 square foot ramp over existing asphalt grindings within the substation. The work also consists of removing existing trees (2) and landscaping, modifying the irrigation system, installing concrete curbing and other incidental and related work, all as shown on the plans and specifications for the above project.

The plans and specifications are on file in the Public Works Department.

**FUNDING:** Funding is available within the Electric Utility Department's Capital Improvement Budget (Business Units 161669 and 161677).

Project Estimate: \$22,000  
 Budgeted: 01/02 fiscal year  
 Planned Bid Opening Date: May 19, 2004  
 Funding Available:

\_\_\_\_\_  
 Vicky McAthie, Finance Director

\_\_\_\_\_  
 Alan N. Vallow  
 Electric Utility Director

\_\_\_\_\_  
 Richard C. Prima, Jr.  
 Public Works Director

Prepared by Mark J. Lindseth, Associate Civil Engineer  
 RCP/MJL/pmf

cc: Jerry Adams, Chief of Police  
 Hans Hansen, Engineering and Operations Supervisor

Joel Harris, Purchasing Officer  
 Rebecca Areida, Management Analyst

**APPROVED:** \_\_\_\_\_  
 H. Dixon Flynn, City Manager

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR HENNING SUBSTATION HEAVY LOAD ACCESS AND DRIVEWAY, 1345 WEST KETTLEMAN LANE, AND FURTHER AUTHORIZING THE CITY MANAGER TO AWARD THE CONTRACT UP TO \$22,000 AND APPROPRIATE FUNDS FOR THE PROJECT

=====

WHEREAS, this project will provide access to Henning Substation from Kettleman Lane, through the recently installed gate at the southeast corner of the substation; and

WHEREAS, this new substation entry will eliminate the need for access through the MSC yard, resulting in much needed additional storage space within the yard; and

WHEREAS, the driveway design allows tractor/trailer rigs hauling large power equipment to enter and exit directly from Kettleman Lane, and in addition will provide five additional parking spaces for the animal control operation when not needed as turning room for the tractor/trailer rigs accessing the substation; and

WHEREAS, the projects consists of grading, compacting, and paving a 3,600 square foot parking lot and paving a 1,700 square foot ramp over existing asphalt grindings within the substation, removing two trees and landscaping, modifying the irrigation system, installing concrete curbing and other incidental and related work; and

WHEREAS, staff recommends approval of the plans and specifications and authorizing advertisement for bids for Henning Substation Heavy Load Access and Driveway, 1345 West Kettleman Lane, and further recommends that the City Manager be authorized to award the contract up to \$22,000 for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the plans and specifications and authorize advertisement for bids for Henning Substation Heavy Load Access and Driveway, 1345 West Kettleman Lane, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to award the contract up to \$22,000 and appropriate funds for this project.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Specifications and Authorizing Advertisement for Bids for Various Street Maintenance Activities, Fiscal Year 2004/05, and Authorizing the City Manager to Accept or Reject Bids, Award the Contracts and Accept Improvements

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council adopt a resolution approving specifications and authorizing advertisement for bids for various street maintenance activities, fiscal year 2004/05, and authorizing the City Manager to accept or reject bids, award the contracts, and accept improvements.

**BACKGROUND INFORMATION:** The following material purchases, and contract services purchases are needed to perform our annual street maintenance programs which are guided by our pavement management system and are consistent with past practices.

- ❖ Purchase approximately 4,000 tons of asphalt materials, at an estimated cost of \$156,000, to perform pavement repairs and the thin overlay program.
- ❖ Authorize the slurry seal program which covers an area of approximately 1,150,000 square feet, at an estimated cost of \$80,000.
- ❖ Authorize laneline striping at an estimated cost of \$25,000. This item includes use of sprayable thermoplastic paints, which are more durable and allow us to paint on a three-year cycle as opposed to a two-year cycle as in previous years.
- ❖ Authorize curb, gutter and sidewalk replacement annual contract at an estimated cost of \$50,000.

Purchase of asphalt rejuvenating agent, pavement cold planer rental, and trucking services will be dealt with on an informal bid basis, as the individual costs will be less than \$5,000 per event. This will allow us to obtain services from multiple sources on an as-needed basis rather than relying on one provider for the entire season. The proposed operating budget has sufficient funds to cover these items and the work will be adjusted to meet the final approved budget. The specifications will be on file in the Public Works Department at the Municipal Service Center.

**FUNDING:** The money for these projects will be coming from the Street Operating Budget in the proposed 2004/05 operating budget and AB 438 funds.

Combined Estimate: \$311,000

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Curt Juran, Assistant Street Superintendent  
RCP/CJ/dsg

cc: D. Stephen Schwabauer, Interim City Attorney  
George M. Bradley, Street Superintendent  
Joel Harris, Purchasing Officer

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING SPECIFICATIONS AND  
AUTHORIZING ADVERTISEMENT FOR BIDS FOR VARIOUS STREET MAINTENANCE  
ACTIVITIES, FISCAL YEAR 2004/05, AND FURTHER AUTHORIZING THE CITY  
MANAGER TO ACCEPT OR REJECT BIDS, AWARD THE CONTRACTS AND  
ACCEPT IMPROVEMENTS

=====

WHEREAS, the following material purchases, and contract services purchases are needed to perform our annual street maintenance programs which are guided by our pavement management system and are consistent with past practices:

- 1) Purchase approximately 4,000 tons of asphalt materials, at an estimated cost of \$156,000, to perform pavement repairs and the thin overlay program.
- 2) Authorize the slurry seal program which covers an area of approximately 1,150,000 square feet, at an estimated cost of \$80,000.
- 3) Authorize laneline striping at an estimated cost of \$25,000. This item has been reduced by approximately 16% due to the use of sprayable thermoplastic paints, which are more durable and allow us to paint on a three-year cycle as opposed to a two-year cycle as in previous years.
- 4) Authorize curb, gutter and sidewalk replacement annual contract at an estimated cost of \$50,000.

WHEREAS, the purchase of asphalt rejuvenating agent, pavement cold planer rental, and trucking services will be dealt with on an informal bid basis, as the individual costs will be less than \$5,000 per event, allowing staff to obtain services from multiple sources on an as-needed basis rather than relying on one provider for the entire season; and

WHEREAS, the proposed operating budget has sufficient funds to cover these items.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the specifications on file in the Public Works Department at the Municipal Service Center, and authorizes advertisement for bids for Various Street Maintenance Activities, Fiscal Year 2004/05, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to accept or reject the bids, award the contracts, and accept improvements for this project.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Specifications and Authorizing Advertisement for Bids for CNG Street Sweeper for the Street Division and Authorizing the City Manager to Accept or Reject Bids, Award the Contract and Appropriate Funds (\$200,000)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council adopt a resolution approving specifications and authorizing advertisement for bids for a CNG street sweeper for the Street Division and authorizing the City Manager to accept or reject bids, award the contract (up to \$200,000) and appropriate funds.

**BACKGROUND INFORMATION:** The 2003/2005 Financial Plan and Budget provides for the disposal of Street Sweeper Unit No. 04-105 (by trade-in or auction) and replacement with a new regenerative air sweeper. Unit 04-105, a 1990 FMC broom sweeper purchased in 1990 for \$69,600, has accumulated in excess of 51,000 miles and over \$297,181 in repair costs. The funding for the new sweeper will be 67% Wastewater Fund and 33% CMAQ grant money for the CNG conversion. Contract must be awarded prior to June 30, 2004, to take advantage of the grant money available. The cost for the CNG conversion adds approximately \$60,000 to the cost of a diesel-powered sweeper. Specifications are on file in the Public Works Department. The Fleet Committee has approved the purchase of this sweeper.

**FUNDING:** The money for this project will be coming from the Wastewater Equipment Replacement Fund.

Appropriation: \$200,000 (\$134,000 Wastewater Fund and \$66,000 CMAQ Grant)  
 Budgeted: 2003/04 Fiscal Year  
 (Page E-95, 2003/2005 Capital Improvement Budget)  
 Bid Opening Date: May 6, 2004

\_\_\_\_\_  
 Vicky McAthie, Finance Director

\_\_\_\_\_  
 Richard C. Prima, Jr.  
 Public Works Director

Prepared by Curt Juran, Assistant Street Superintendent  
 RCP/CJ/dsg

cc: George M. Bradley, Street Superintendent  
 Frank Beeler, Assistant Water/Wastewater Superintendent  
 Dennis Callahan, Fleet and Facilities Manager  
 Joel Harris, Purchasing Agent

**APPROVED:** \_\_\_\_\_  
 H. Dixon Flynn, City Manager

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING SPECIFICATIONS AND  
AUTHORIZING ADVERTISEMENT FOR BIDS FOR CNG STREET SWEEPER FOR  
THE STREET DIVISION, AND FURTHER AUTHORIZING THE CITY MANAGER TO  
ACCEPT OR REJECT BIDS, AWARD THE CONTRACT AND APPROPRIATE FUNDS

=====

WHEREAS, the 2003/2005 Financial Plan and Budget provides for the disposal of Street Sweeper Unit No. 04-105, and replacement with a new regenerative air sweeper; and

WHEREAS, Unit 04-105, a 1990 FMC broom sweeper purchased in 1990 has accumulated in excess of 51,000 miles and over \$297,181 in repair costs; and

WHEREAS, funding for the new sweeper will be 67% Wastewater Fund and 33% CMAQ grant money for the CNG conversion, with the only stipulation that the contract be awarded prior to June 30, 2004 in order to take advantage of the grant money available.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the specifications and authorizes advertisement for bids for the CNG Street Sweeper for the Street Division, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to accept or reject the bids, award the contract, and appropriate funds in the amount of \$200,000 from the Wastewater Fund and \$66,000 CMAQ Grant for the project.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve specifications and authorize advertisement for bids for 40,000 feet of #1/0 15kV underground cable (EUD)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** That the City Council approve the specifications and authorize advertisement for bids for 40,000 feet of #1/0 medium-voltage concentric-neutral EPR-insulated underground electric cable.

**BACKGROUND INFORMATION:** Last year, the Electric Utility Department solicited bids on several sizes of underground electric cable with a new type of insulation, ethylene-propylene rubber (EPR). Industry tests had shown that EPR insulation yielded longer cable life and resulted in fewer cable failures, while department evaluations showed EPR cable could be installed more efficiently than conductor with cross-linked insulation. Additionally, conversion to EPR cable allowed the Department to replace two sizes (#2 and #2/0) in cross-linked conductor with one size (#1/0) in EPR.

This cable will be needed for installation in new subdivisions later this year.

**FUNDING:** Electric Utility Department 2003-2005 Financial Plan and Budget,  
Line Extensions, Business Unit 161651, Page E-41  
Estimated Cost: \$60,000

**BID OPENING:** May 5, 2004

---

Alan N Vallow, Electric Utility Director

Attachment: Specifications  
Prepared by Joel Harris, Purchasing Officer

cc: Manager, EUD Engineering and Operations

---

APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager

# **City of Lodi**

## **15 kV, EPR INSULATED CONCENTRIC NEUTRAL CABLE**

**April 2004**

### **1.0 GENERAL**

Cable furnished under these specifications shall be limited to 15 kV single conductor URD cable, stranded aluminum conductor, filled strand, extruded insulating system consisting of a conductor shield, insulation, semi-conducting insulation shield, bare copper concentric neutral and encapsulating jacket. The cable shall be designed for installation in conduits or for direct burial in earth, in wet or dry locations as well as outdoor locations exposed to weather and sunlight. Cable furnished shall meet the requirements of the applicable NEMA, ICEA, AEIC and ASTM Standards, latest edition thereof, unless otherwise noted in this specification. The insulation shall be ethylene-propylene rubber (EPR) suitable for operation at 105 degree C continuous and 140 degree C emergency, as specified.

### **2.0 CONDUCTOR**

The insulated conductor shall be Class B, stranded or compressed strand 1350 aluminum alloy, three-quarter hard meeting the requirements of ASTM B231/B231M, B609/B609M. Conductor size will be listed on the proposal forms (bid sheets).

### **3.0 STRAND FILLING COMPOUND**

In order to prevent water propagation through the conductor a strand filling compound shall completely fill the voids between the conductor's inner strand layer(s). The compound used shall be flexible and stable under the operating conditions imposed on the cable and as specified herein, and compatible with the conductor, strand shield and insulation.

The outer surface of the conductor shall be free from the filling compound such that splices and terminations can be readily applied using standard compression-type connectors and utilizing the same techniques as for unfilled conductors.

### **4.0 CONDUCTOR SHIELD**

The conductor (strand) shielding shall be a black extruded thermosetting material meeting the requirements of ICEA S-94-649 and AEIC CS8. The material shall be compatible with overlying insulation and the conductor metal and be free stripping from the stranded conductor. The outer surface of the conductor shield shall be cylindrical and shall be firmly bonded to the overlying insulation.

### **5.0 INSULATION**

The insulation shall be a premium quality red colored flexible thermosetting dielectric based on an ethylene propylene rubber (EPR) elastomer and meeting the requirements of ICEA S-94-649 and AEIC CS8. The insulation shall be compatible with both the conductor shield and the insulation shield. The insulation shall be nominal 220 mils (133%).



## 6.0 INSULATION SHIELD

The insulation shield shall be an extruded semi-conducting material compatible with the insulation and the overlying metallic shield. The insulation shield compound and thickness shall be in conformance with ICEA S-94-649 and AEIC CS8.

No cleaning shall be required upon stripping the semi-conducting layer if splicing or terminating immediately follows the stripping process.

## 7.0 CONSTRUCTION METHOD

Conductor shield, insulation and insulation shield shall be installed on the conductor in a continuous process, i.e. single pass controlled environment, utilizing either the triple tandem extrusion method, the dual tandem extrusion method or the true triple extrusion method.

## 8.0 CONCENTRIC NEUTRAL

The concentric neutral conductor shall be a number of round, annealed, bare copper wires helically wrapped around the cable. The wires shall be spaced equidistant from each other around the circumference of the cable with a length of lay to be not less than 6 or more than 10 times the cable diameter.

The size of the neutral wires shall be in the range of #14 to #10 AWG.

The number of neutral wires shall be sufficient to yield "FULL NEUTRAL" and "1/3 NEUTRAL" as specified on the proposal sheet, except for the 1100 kcmil, 25 kV cable per PG&E specifications.

## 9.0 ENCAPSULATING JACKET

An extruded nonconductive material, suitable for exposure to sunlight, shall be applied over the concentric neutral wires in accordance with ICEA S-94-649 and AEIC CS8. The jacket shall be compatible with the overall cable system. The jacket compound material shall not limit the rated operating temperature of the cable system (105 degree C).

The jacket shall encapsulate all neutral wires, i.e. be of the extruded-to-fill jacket type.

## 10.0 MARKINGS

The encapsulating jacket shall be marked by means of surface or indent print with the following information at regular intervals with no more than 6 inches of unmarked space between cable identification, with the following information:

1. Manufacturer's identification or trade name.
2. Size of conductor
3. Conductor material.
4. Type of insulation.
5. Voltage rating.
6. Nominal insulation thickness
7. Year of manufacture.
8. National Electric Safety Code "Lightning Bolt" symbol.
9. Footage markings in two foot increments.  
(Beginning and ending footage numbers shall be indicated on a durable label attached to a flange of the reel).

## 11.0 TESTING AND GUARANTEE

Testing of cable shall be performed according to procedures set forth by ICEA, AEIC CS-8 and ASTM Standards. Certified copies of pass/fail test results shall be supplied. Any cable found defective either upon inspection, testing or installation will be returned at the manufacturer's expense.

## 12.0 SPECIFIC REQUIREMENTS

Any conditional bid such as "subject to availability in stock" will be considered non responsive and will be rejected. Cable shall be furnished according to Table 1 below:

Table 1

Conductor Size AWG or kcmil (No. of Strands)	Conc. Neutral Size	Material Phase (Neutral)	Insulation Thickness (mils) Nominal	Reel Dimensions (Dia. Trav. Drum)
#1/0(19)	Full Neut.	Alum. (Cu.)	220	58-32-28
#4/0 (19)	1/3 Neut.	Alum. (Cu.)	220	58-32-28
750 (61)	1/3 Neut.	Alum. (Cu.)	220	78-48-42
1100 (61)*	1/6± Neut.	Alum. (Cu.)	260	78-48-42

- Per PG&E Specification for 1100 kcmil 25 kV cable

**NOTE: Refer to proposal forms (bid sheets) for specific sizes and quantities.**

## 13.0 REELS

### Reels

Shall be "Heavy Duty Reuseable Wood Reels - Class 2" meeting NEMA Standards Publication No. WC 26-2000 and EEMAC Standards Publication 201-2000, or latest revision thereof. See Table 2 below:

Table 2  
Heavy Duty Reuseable Wood Reels – Class 2

Reel Dimensions (Dia. Trav. Drum)(")	58 - 32 - 28	78 - 48 - 42
Min. Flange Thickness (")	2.125	3.00
Max. Overall Width (")	39.50	56.00
Arbor Hole Diameter (")	3.06	3.06
Min. Stave Thickness (")	1.250	1.375
Drive Pin Qty	2	2
Dia. (")	1.50	3.00
Radius (")	10.0	11.5
Test Hole (")	3.0	4.5
Bushing or Plate	see note "d"	Yes
Tie Rods (No. & Size)	6 x 3/8"	8 x 5/8"
Assembly Washers (")	2.5	3.0
Min. # Of Nail Rings	5	6

## Notes

- a. Washers are required on all bolts. Cup washers are permitted where gross weight is not in excess of 6000 pounds. Flat washers to be a minimum diameter of 3" with a minimum thickness of .125".
  - b. Tapered cable test holes are required.
  - c. Headed nails are to be used, spaced 3 inches apart with a minimum countersink of 1/16" on the cable side and a 1/8" clinch on the opposite side.
  - d. Metal bushings are required when gross weight is in excess of 2500 lbs.
2. Makeup and length:  
Reels shall be shipped with cable to their full maximum cable capacity.  
#1/0 and #4/0 AWG shall be shipped on 58-32-28 reels.  
750 and 1100 kcmil shall be shipped on 78-48-42 reels.  
Alternate reel sizes may be considered. However, a proposal with reels exceeding the maximum flange diameters of 78" or 58" and traverse width of 48" and 32", respectively, will be considered non responsive and will be rejected.
3. Packaging:  
Reel covering shall be per WC 26-2000, EEMAC 201-2000, minimum, as follows: "Level 2: Weather Protected" for:  
Shipments where the cable is loaded at the manufacturer's point of shipment, in a manner satisfactory to the manufacturer, and without transfer of carrier in-route, i.e. no unloading and reloading, to the point of receipt in Lodi CA.  
"Level 5: Export" for:  
Shipments where the cable will be transferred in-route or for shipments originating overseas. Containerized shipments will not exclude the requirement for lagging.
4. Marking:  
Each reel shall be marked with two durable labels securely attached to each flange of the reel and plainly marked and stating:
- a. Destination.
  - b. Purchaser's purchase order number.
  - c. Shipping length of cable on reel.
  - d. Weight of reel (tare weight).
  - e. Weight of cable on reel.
  - f. Type and size of conductor.
  - g. Insulation type and thickness.
  - h. Voltage rating.
  - i. Manufacturer's identification number
  - j. Beginning and ending footage numbers of cable on the reel.

## 14.0 SHIPPING

Cable ends shall be adequately sealed with a water seal type material and heat shrinkable end caps to prevent the ingress of moisture into the cable ends. Reels shall be shipped upright. All shipments shall be prepaid, F.O.B. Lodi, California.

#### 15.0 MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets, for specific cable components which are considered hazardous, shall accompany each order. Three (3) copies shall be supplied at time of delivery.

#### 16.0 MANUFACTURER'S CERTIFICATION

The Bidder/Supplier must provide manufacturer's certification indicating:

1. The cable meets the specifications.
2. The cable is of recent manufacture (less than 3 months).

#### 17.0 OTHER REQUIREMENTS

Bidders that have not previously supplied the City EPR 15 kV cable shall meet the following minimum requirements and show proof of same with the proposal:

1. Reference a minimum of five United States electric utilities with at least 100,000 feet of cable with the same insulating material in service for a minimum of 10 years. Include contact persons and phone numbers.
2. The successful cable manufacturer shall have a minimum of 15 years proven and successful experience with the manufacture of EPR insulated 15 kV cable.

#### 18.0 WARRANTY

The EPR cable shall carry a forty-year warranty, by the manufacturer, after receipt in Lodi.



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Advertisement for Bids for Rental of Safety Clothing for the Electric Utility Department

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Alan N. Vallow, Electric Utility Director

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**RECOMMENDED ACTION:** That the Council approve the specifications and authorize advertisement for bids for the rental of safety clothing on a two-year contract for the Electric Utility department.

**BACKGROUND INFORMATION:** The Electric Utility department's Construction and Maintenance Division has negotiated with the IBEW Electric Utility Unit 1245, (Memorandum of Understanding Jan 1, 2003 to December 31, 2005) to supply safety clothing for these employees. Federal OSHA and Cal OSHA regulations require that employees working on or near energized electrical equipment, wear clothing that will not ignite and continue to burn when exposed to an electric arc. These specifications comply with OSHA regulations and meet the obligations of the MOU.

Bid opening has been scheduled for May 12, 2004

**FUNDING:** The estimated cost of the rental agreement is \$18,000. Funding is budgeted in the Electric Utility Construction and Maintenance Division operating fund.

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Alan N. Vallow  
Electric Utility Director

**PREPARED BY:** Carl Lindstrom, Electric Utility Superintendent

ANV/CL/Ist  
Attachments

cc: City Attorney  
Purchasing Officer

---

**APPROVED:** H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve request for proposal and authorize advertising for bids for concession operations at Lodi Lake Park and other locations (determined quarterly) for recreational events

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Parks and Recreation Director

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**RECOMMENDED ACTION:** That the City Council approve the attached Request for Proposal and authorize advertising for bids for concession operations at Lodi Lake Park and other locations (determined quarterly) for recreational events.

**BACKGROUND INFORMATION:** Periodically, the Parks and Recreation Department solicits proposals for concession operations at Lodi Lake Park and other park locations for recreational events. The most recent agreement for these concessions expired December 31, 2003.

The concession operations consist of the sale of food, beverage, picnic supplies and souvenirs at Lodi Lake Park during normal park hours, excluding special events. Additionally, the concessionaire and Director of Parks and Recreation may mutually agree upon additional locations to provide concessions for recreational programming or events where no concessions are otherwise provided.

Staff researched the possibility of providing concession operations in-house but found the start-up costs prohibitive of providing a profitable venture.

**FUNDING:** None

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Tony Goehring  
Parks and Recreation Director

TG/SB:tl

Attachments

cc: City Attorney  
Purchasing Agent  
Parks & Recreation Management Analyst

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APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager

## NOTICE INVITING PROPOSALS

Concession Operations at  
Lodi Lake Park and Other Locations  
in  
The City of Lodi, California

The City of Lodi hereby invites sealed proposals for the operation of a food cart concession at Lodi Lake Park and other locations for recreational events in the City of Lodi (as determined quarterly by mutual agreement with concessionaire and Director of Parks and Recreation) during the period beginning May 21, 2004 and ending December 31, 2005.

Each proposal shall be in accordance with this notice and specifications on file with and available from the Lodi Parks & Recreation Department, 125 North Stockton Street, Lodi, California 95240, (209) 333-6742. No proposal will be considered unless it is submitted on a proposal form provided by the City of Lodi.

Said sealed proposals shall be delivered to the Purchasing Officer, City of Lodi, 212 West Pine Street, Lodi, CA 95240, (P.O. Box 3006, Lodi, CA 95241-1910), at or before

11:00 a.m. Wednesday, May 5, 2004.

On that date and hour said sealed proposals will be publicly opened in the Public Works Conference Room, City Hall 221 West Pine Street, Lodi.

The City of Lodi reserves the right to reject any or all proposals, to waive any informality in any proposal, to accept other than the high proposal, or not to award on the basis of proposals received.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

CITY OF LODI  
Joel E. Harris  
Purchasing Officer

CITY OF LODI  
**DEPARTMENT OF PARKS AND RECREATION**  
REQUEST FOR PROPOSALS FOR  
CONCESSION OPERATIONS  
AT LODI LAKE PARK AND OTHER LOCATIONS

Area to be Serviced:

Lodi Lake Park, 1301 West Turner Road, Lodi, CA and other locations as approved quarterly by mutual consent of Concessionaire and Director of Parks and Recreation.

Agreement Duration:

May 29, 2004 through December 31, 2005

General Provisions:

That the City of Lodi Parks and Recreation Department deems it desirable for the proper conduct and operation of food and beverage concessions at Lodi Lake Park, that concession privileges be granted to a private individual, partnership, or corporation;

And that the award of the contract for the proper conduct and operation of said food and beverage concession be made to the highest and most responsible vendor fully and properly responding to this request for proposals;

And that the successful vendor shall be bound by and required to perform those duties, and will receive the benefits, as described by and set forth in the Agreement attached hereto.

Information and Instructions:

The contract for the proper conduct and operation of the food and beverage concession will be awarded to the vendor who in the opinion of the City of Lodi is best qualified to perform the duties and obligations and render the services set forth in the attached agreement. The successful vendor shall be chosen on the basis of, but not limited to, the following information which each vendor must supply in his or her proposal:



1. The percentage of gross sales, after sales taxes, to be paid to the City of Lodi (minimum acceptable percentage is 10%);
2. Experience, background and ability to perform and provide a successful concession operation;
3. Financial condition and bondability;
4. Quality and variety of products and services offered;
5. References.

In order to be considered, proposals must be submitted on a proposal form provided by the City of Lodi under sealed cover and identified as "Proposal - Concession Operations", and received by the City of Lodi, City Hall Annex, 212 West Pine Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) no later than

11:00 a.m. Wednesday, May 5, 2004

At that time, in the Public Works Conference Room, City Hall 221 West Pine Street, Lodi, proposals will be publicly opened. The City of Lodi reserves the right to reject any or all proposals, to waive any informality in any proposal, to accept other than the highest proposal, or not to award on the basis of proposals received.

The successful vendor will have the sole and exclusive right and license, except for certain special events as described in the attached Agreement, to vend food, beverages, picnic supplies, and souvenirs at food cart concessions at Lodi Lake Park, 1101 W. Turner Road, Lodi, and other locations as approved quarterly by mutual consent of the Concessionaire and Director of Parks and Recreation for periods between May 29, 2004 and December 31, 2005. At the City's discretion, according to the decision of the City Manager and staff, a two year extension of this agreement may be considered, based upon performance by Concessionaire during the initial period of this agreement.

PROPOSAL FORM

To: The Lodi City Council, Lodi, California  
c/o Purchasing Officer  
If delivered by mail:  
P O Box 3006  
Lodi CA 95241-1910

If delivered by UPS, FedEx, or courier  
212 West Pine Street  
Lodi CA 95240

From: \_\_\_\_\_  
( N a m e o f V e n d o r )

The undersigned declares to have carefully examined the Notice Inviting Proposals, the Agreement attached hereto, and these instructions for submitting this proposal for the conduct and operation of food cart concessions at Lodi Lake Park and other locations as approved quarterly by mutual consent of the Concessionaire and Director of Parks and Recreation for periods between May 29, 2004 and December 31, 2005, and agrees to be fully informed regarding all of the conditions affecting the performance under the terms of these instructions and documents, and that the information was secured by personal investigation and research and not from any estimate of any City employee or agent, and that no claim will be made against the City by any reason of estimates or representations of any officer or agent of the City; and proposes and agrees if the proposal be accepted, to perform the duties of the operation of said concessions in strict compliance with San Joaquin County Health Department standards and requirements for concession operations, and according to the Agreement attached hereto.

The undersigned hereby proposes to pay the City of Lodi the amount of

\_\_\_\_\_ %

of the gross sales from concession operations after sales taxes for the privilege of furnishing concession services at Lodi Lake Park in accordance with the attached specifications and Agreement.

The vendor hereby submitting this proposal shall also attach to this proposal a written or typewritten statement which shall include information as to:

- Experience, background, and reliability in performing and providing a successful concession operation; Financial condition and bondability;
- List of foods, beverages, and other items and services proposed to offer in concession operations at Lodi Lake Park;
- A list of at least three references indicating successful operation of a concession during the past five years.

In submitting this proposal as herein described, vendor agrees to have carefully examined the specifications and provisions of this proposal form and understands the meaning, intent, and requirements of same;

That, if awarded the contract, vendor will enter into a written contract and furnish the services in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the vendor on this proposal;

And that this proposal is genuine, and submitted in good faith, without collusion or fraud, and that the only persons or firms interested in this proposal as principal or principals are named herein, and that this proposal is made without connection with any other person, partnership, or corporation making a proposal.

This proposal may be withdrawn by the written request of an authorized representative of the undersigned at any time prior to the deadline for submitting proposals.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Business: (Individual, Partnership, Corp.) \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Authorize Advertisement for Transportation Services for the Sandhill Crane Festival and Authorize Use of Buses Should No Alternate Provider Be Willing to Perform the Service

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** That the City Council authorize advertisement for transportation services for the Sandhill Crane Festival and authorize the use of buses should no alternate provider be willing to perform the service.

**BACKGROUND INFORMATION:** At its March 5, 2003, meeting, the City Council adopted policies and procedures for the use of transit services outside regular operations. Included in the adopted policy was specific language identifying the procedure for utilizing the City's transit services for public service events, including the Sandhill Crane Festival which is sponsored annually by the Chamber of Commerce in November.

The policy also calls for the City's Transportation Manager to advertise in the local newspapers, with the cost to be born by the applicant, to determine if any other operator is willing and/or able to perform the service. At the conclusion of the advertisement period (which shall be 2 weeks), should no alternate provider be willing to provide the service, the City's transit service may provide those services at the fully allocated rate. The current fully allocated rate (contract cost plus maintenance, etc.) is \$40 an hour per bus.

**FUNDING:** Funding for the advertisement shall be incurred by the applicant.

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TF/pmf

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Traffic Safety Improvements for Stockton Street from 300 Feet South of Almond Drive to Kettleman Lane, and Appropriate Funds (\$8,000)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That City Council adopt a resolution approving the traffic safety improvements for Stockton Street from 300 feet south of Almond Drive to Kettleman Lane, and appropriate funds.

**BACKGROUND INFORMATION:** At the February 24, 2004, Shirtsleeve Session, staff presented the recommended traffic safety improvements for Stockton and Maxwell Streets as a result of the Neuharth Drive/Ackerman Drive abandonment. The proposed striping includes a two-way left turn lane on Stockton Street from Almond Drive to the left turn lane at Kettleman Lane. The proposed striping conforms to the future striping and layout plan for Stockton Street. With the recent subdivision improvements on Stockton Street, the two-way left turn can be accommodated at this time. At the study session, City Council discussed the need for a crosswalk on Stockton Street at Maxwell Street. The plan includes a ladder design crosswalk, pedestrian warning signs, and handicapped ramp located adjacent to the crosswalk (see attached plan).

The work will be performed with the Almondwood Estates subdivision improvements and prior to the abandonment. A contract change order will be issued to the developer, KB Homes.

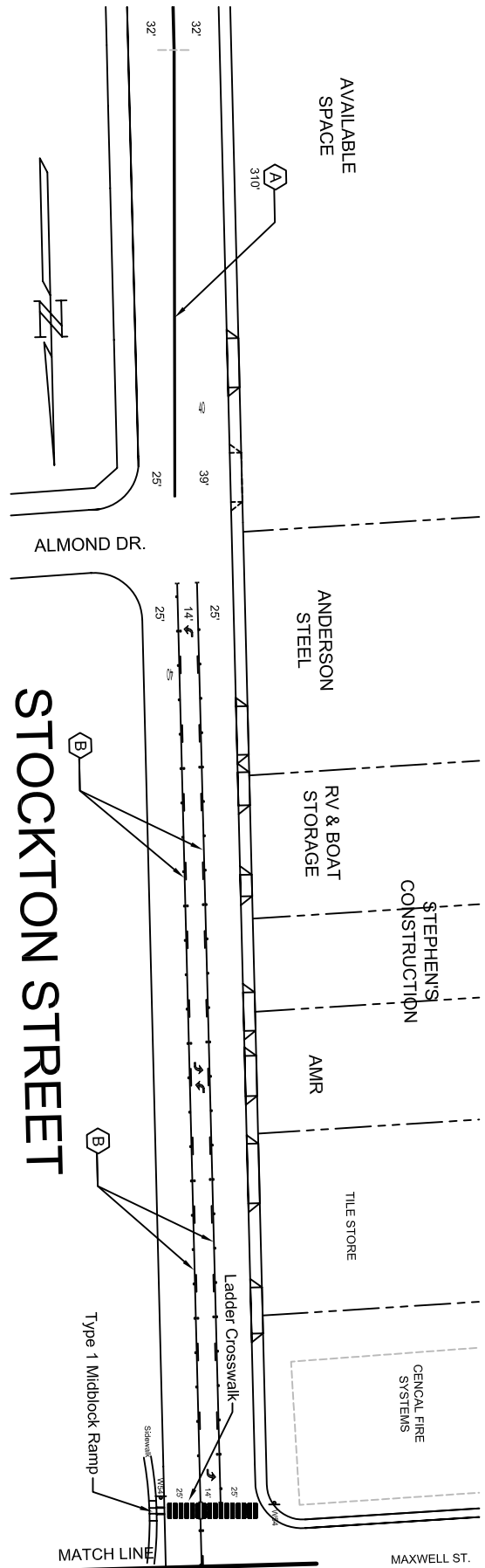
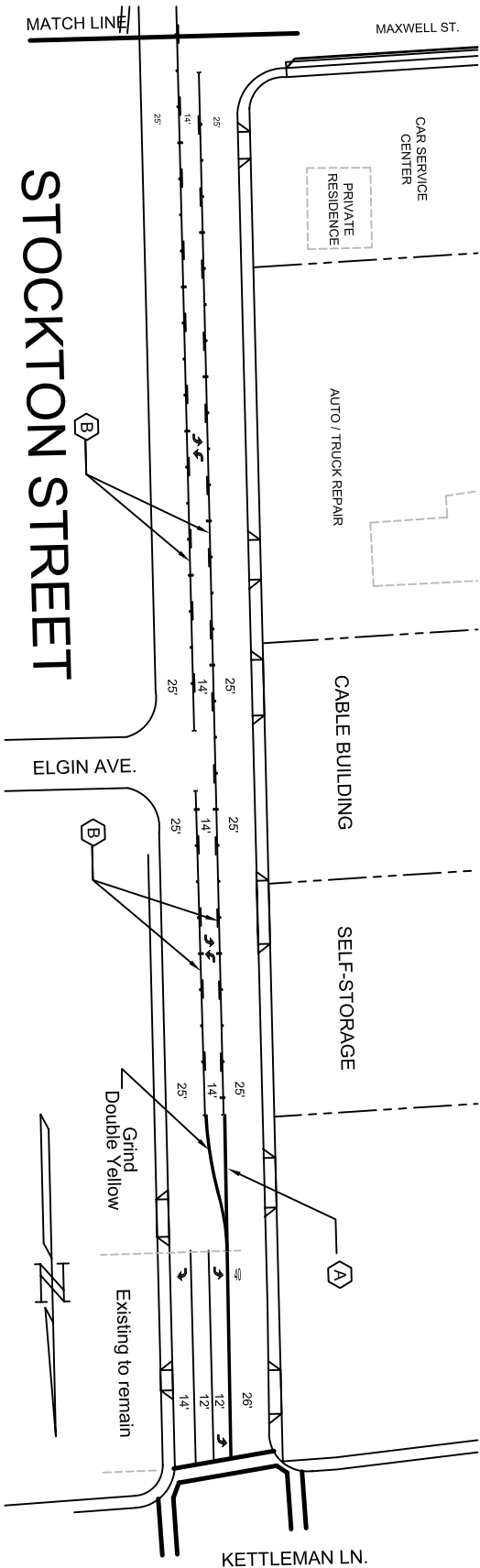
**FUNDING:** Street Funds/Local Impact Fees: \$8,000

\_\_\_\_\_  
Vicky McAthie, Finance Director

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer  
RCP/PJF/pmf  
Attachment  
cc: City Engineer  
Senior Civil Engineer Fujitani  
Street Superintendent  
Affected Property Owners/Tenants

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



- NOTES:
1. Contractor shall install all ladder striping, pavement centerline, pavement legends, sign posts, sign stubs, & signs as shown on plans.
  2. All striping and pavement legends to be sprayable.
  3. All striping and pavement legends to be approved by the City Engineer.
  4. All striping and pavement legends to be reviewed by Engineer prior to striping.
  5. Verify all sign post and pavement legend locations with Engineer prior to installation.
  6. All striping and pavement legends that conflict with new striping shall be removed by approved method.
  7. Contractor to construct Midblock-Type 1 handicap ramp per City of Lodi Standard Plan 1320.

Striping Legend		
Item	Description	Comments
①	Double Yellow Centerline	Detail 22
②	1-4" Yellow 1-3" Black 1-4" Yellow	Detail 22
③	1-4" Yellow 1-3" Black 1-4" Yellow	Detail 22
④	Turn Lane	Two Sets of Stripes

Pavement Marking & Sign Legend		
Symbol	Item	Comments
➔	Turn Arrow	AD2A
➔	Speed Limit Legend	AD2C
➔	Ladder Crosswalk	N/A
➔	Pedestrian Crossing Symbol Sign	W54

ALMONDWOOD ESTATES  
310' SOUTH OF ALMOND DRIVE  
TO KETTLEMAN LN  
STRIPING PLAN

CITY OF LODI  
PUBLIC WORKS DEPARTMENT  
221 WEST PINE STREET  
LODI, CALIFORNIA 93240  
PHONE (209) 333-6706  
FAX (209) 333-6710  
E-MAIL: [prdep@lodi.gov](mailto:prdep@lodi.gov)  
WEB SITE: [www.lodi.gov](http://www.lodi.gov)



NO.	REVISION	DATE	BY
0	1/2	1	

NO.	REVISION	DATE	BY
0	1/2	1	



RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE  
TRAFFIC SAFETY IMPROVEMENTS FOR STOCKTON STREET  
FROM 300 FEET SOUTH OF ALMOND DRIVE TO KETTLEMAN  
LANE, AND FURTHER APPROPRIATING FUNDS FOR THE  
PROJECT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby  
approve the traffic safety improvements for Stockton Street from 300 feet south of  
Almond Drive to Kettleman Lane; and

BE IT FURTHER RESOLVED that funds in the amount of \$8,000 is hereby  
appropriated from the Street Funds/Local Impact Fees for this project.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the  
City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following  
vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Appropriating Additional Funds for Change Orders for White Slough Water Pollution Control Facility Year 2003 Interim Improvements (\$250,000)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That City Council adopt a resolution appropriating additional funds for change orders for the White Slough Water Pollution Control Facility Year 2003 Interim Improvements.

**BACKGROUND INFORMATION:** In accordance with the Contract Change Order Policy, the City Council is being informed of change orders approved by the City Manager for this project.

The original contract for this project was \$1,400,010. The total cost of change orders to date is \$313,864, which is 22% of the original contract. The project is approximately 90% complete. Detailed below is a description of the work involved in the change orders. More detailed descriptions and backup information for these change orders are available in the Public Works Department.

Change Order No. 1 - This change order is for the removal of organic solids from the equalization pond and the engineered fill for the Phase 2 building pad. This work was originally intended to take place during the Phase 2 project. Good weather conditions and the need to expedite the Phase 2 schedule necessitated this work being performed during the Phase 1 contract. (\$192,800)

Change Order No. 2 - This change order is to have the new chain link fence installed 8 feet high to match the existing fence, instead of the 6-foot high fence called out in the contract. This change order also includes some mobilization costs not included in Change Order No. 1. (\$3,191)

Change Order No. 3 - This change order is to add four NEMA "4" electric junction boxes, one at each aeration blower motor, to allow the required electrical wiring to be ran to the motors. (\$1,329)

Change Order No. 4 - This change order is a credit for deleted asphalt and seal coat around the equalization pond. This work will be performed at the end of the Phase 2 project. (\$11,565 CREDIT)

Change Order No. 5 - This change order is for demolition and removal of the abandoned electrical duct bank in the south equalization pond levee. (\$4,054)

Change Order No. 6 - This change order covers the cost of relocating existing electric transformer XFMR T-1S and the associated primary electric feeds. During construction, it was discovered that the existing transformer could not be reused in its current location. After meetings with the electrical engineer and the City EUD, the decision was made to relocate and replace the existing transformer. One 4-inch conduit was also added at the request of the EUD for future use. (\$40,214)

APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager



Adopt Resolution Appropriating Additional Funds for Change Orders for White Slough Water Pollution Control Facility Year 2003 Interim Improvements (\$250,000)

April 21, 2004

Page 2

Change Order No. 7 - This change order covers the cost of hauling and spreading the organic solids removed from the equalization ponds to the farm land. (\$41,958)

Change Order No. 8 - This change order is a value engineering credit for changing four valves, one at each of the aeration blower accessory piping. (\$12,000 CREDIT)

Change Order No. 9 - This change order is for the secondary electrical feed needs between the relocated transformer XFMR T-1S and the existing automatic transfer switch. (\$53,052)

Change Order No. 10 - This change order covers the cost of providing and installing small electric transformers to the aeration blower local control panels (LCP's) to operate the LCP AC units. (\$831)

**FUNDING:** Appropriate \$250,000 from the 2003 CSCDA Financing, which along with funds previously appropriated (\$1,700,000) for the White Slough Water Pollution Control Facility Year 2003 Interim Improvements Project, will cover the remaining items. The total contract to date is \$1,723,864.

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Vicky McAthie, Finance Director

---

Richard C. Prima, Jr.  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

RCP/GW/pf

cc: Gary Wiman, Construction Project Manager  
Assistant Wastewater Treatment Superintendent, Del Kerlin

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROPRIATING  
ADDITIONAL FUNDS FOR CHANGE ORDERS FOR WHITE  
SLOUGH WATER POLLUTION CONTROL FACILITY  
YEAR 2003 INTERIM IMPROVEMENTS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby appropriate additional funds for Change Orders for the White Slough Water Pollution Control Facility Year 2003 Interim Improvements in the amount of \$250,000.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for Armory Park Ball Diamond Renovation Project, 333 North Washington Street

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council accept the improvements under the "Armory Park Ball Diamond Renovation Project, 333 North Washington Street" contract.

**BACKGROUND INFORMATION:** The project was awarded to A.M. Stephens Construction Company, of Lodi, on January 7, 2004, in the amount of \$58,346.70. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The final contract price was \$63,172.70. The difference between the contract amount and the final contract price is mainly due to Contract Change Order No. 1, which increased the imported borrow (fill) quantity and revised the soil amendments to supplement the new soil that was placed in the outfield. Contract Change Order No. 1 also deleted three of the contract items. The Parks Department decided to use their own crew to relocate the base pegs and be responsible for the 90-day maintenance period. The contract item for construction staking was also eliminated because A.M. Stephens Construction Company was able to perform the work with its own grade setters.

Following acceptance by the City Council, the City Engineer will file a Notice of Completion with the County Recorder's office.

**FUNDING:** Budgeted Fund: 2003/04 Capital Improvement Fund  
Contract Amount: \$63,172.70

\_\_\_\_\_  
Tony C. Goehring  
Parks and Recreation Director

Prepared by Wesley Fujitani, Senior Civil Engineer

RCP/WKF/pmf

cc: Joel Harris, Purchasing Officer  
Parks Superintendent

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contracts for Lane Line Painting, Various City Streets, 2002 and 2003

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council accept the improvements under the Lane Line Painting, Various City Streets, 2002 and 2003 contracts.

**BACKGROUND INFORMATION:** The 2002 project was awarded to Centerline Striping Company, Inc., of Elk Grove on November 5, 2002, in the amount of \$16,965.44. The contract has been completed in substantial conformance with the specifications approved by the City Council. The contract completion date was May 13, 2003. The final contract price was \$22,365.81. The difference between the original contract price and the final contract price resulted from an increase in the original linear footage to be painted. Centerline Striping Company, Inc., had not billed the City for this project until March of 2004.

The 2003 project was awarded to Safety Striping Service, Inc., of Visalia, on October 20, 2003, in the amount of \$20,704.38. The contract has been completed in substantial conformance with the specifications approved by the City Council. The contract completion date was March 11, 2004. The final contract price was \$26,356.78. The difference between the original contract price and the final contract price was due to the painting of an additional 28,262 feet of bike lanes, which had originally been bid as an optional item.

Following acceptance by the City Council, the City Engineer will file Notices of Completion with the County Recorder's office.

**FUNDING:** Traffic Control Maintenance 2003/2004 Operating Budget

2002 Contract Amount:	\$22,365.81
2003 Contract Amount:	\$26,356.78

---

Richard C. Prima, Jr.  
Public Works Director

Prepared by Curt Juran, Assistant Street Superintendent  
RCP/CJ/dsg  
cc: Joel Harris, Purchasing Officer  
George M. Bradley, Street Superintendent

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for Alley South of Pine Street Wastewater Main Rehabilitation Project (Church Street to Hutchins Street)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council accept the improvements under the "Alley South of Pine Street Wastewater Main Rehabilitation Project (Church Street to Hutchins Street)" contract.

**BACKGROUND INFORMATION:** The project was awarded to J.F. Pacific Liners, Inc., of Vacaville, on October 15, 2003, in the amount of \$96,069.10. The contract has been completed in substantial conformance with the plans and specifications approved by the City Council.

The contract completion date was January 6, 2004, and the actual completion date was January 9, 2004. The contractor was assessed three days of liquidated damages at \$500 per day. The final contract price was \$96,027.09. Minor adjustments in the contract quantities and a contract change order for an additional set-up cost offset the deduction caused by the liquidated damages.

Following acceptance by the City Council, the City Engineer will file a Notice of Completion with the County Recorder's office.

**FUNDING:** Budgeted Fund: Wastewater Utility Capital Outlay Fund  
Contract Amount: \$96,027.09

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Wesley Fujitani, Senior Civil Engineer

RCP/WKF/pmf

cc: Joel Harris, Purchasing Officer  
Assistant Water/Wastewater Superintendent  
Senior Civil Engineer Swimley

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Accepting Development Improvements at 312 and 316 South Sacramento Street

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council adopt a resolution accepting the development improvements at 312 and 316 South Sacramento Street.

**BACKGROUND INFORMATION:** Improvements at 312 and 316 South Sacramento Street have been completed in substantial conformance with the requirements of the Improvement Agreement between the City of Lodi and Vic Meyers, Inc., as approved by the City Council on January 7, 2004, and as shown on Drawing No. 003D058-01.

Dedication of street right-of-way and installation of street improvements along the Sacramento Street street frontage were required as a condition of the building permit issuance. Since the developer replaced the majority of the curb, gutter and sidewalk fronting the subject's parcels, staff received Council approval to have Vic Meyers, Inc., widen the east side of Sacramento Street from the northerly boundary of the developer's property to Lodi Avenue. Upon acceptance of this project, the City will reimburse Vic Meyers, Inc., for the cost of the street improvements north of 312 South Sacramento Street. This reimbursement cost is \$10,106.98.

**FUNDING:** IMF – Local Streets \$10,106.98

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Wesley Fujitani, Senior Civil Engineer

RCP/WKF/pmf

cc: City Attorney  
Senior Civil Engineer - Development Services  
Senior Traffic Engineer  
Engineering Technician Supervisor  
Chief Building Inspector

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
ACCEPTING THE DEVELOPMENT IMPROVEMENTS INCLUDED IN  
THE IMPROVEMENT AGREEMENT FOR 312 AND 316 SOUTH  
SACRAMENTO STREET

=====

The City Council of the City of Lodi finds:

1. That the requirements of the Improvement Agreement between the City of Lodi and Vic Meyers, Inc., for the public improvements at 312 and 316 South Sacramento Street, have been substantially complied with. The improvements are shown on Drawing No. 003D058-01 on file in the Public Works Department and as specifically set forth in the plans and specifications approved by the City Council on January 7, 2004.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving City Participation in Ham Lane Fence Construction (Cardinal Street to 1,100 Feet South of Cardinal Street) and Appropriating Funds (\$1,000)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council adopt a resolution approving an appropriation of \$1,000 to help two property owners on Sunset Drive pay for the construction of a new block wall along Ham Lane.

**BACKGROUND INFORMATION:** In the fall of 1990, property owners on Sunset Drive south of Cardinal Street asked Council for City participation in the construction of a new block wall along Ham Lane in the street right-of-way. Their existing fences were in a state of disrepair and increased traffic on Ham Lane was creating additional noise in their backyards.

At the June 5, 1991, City Council meeting, a second petition was signed by the owners and presented to the Council. This petition offered to contribute \$8,550 towards a new fence. At that time, the estimated cost for the entire project was \$90,000. Council recommended that the fence project be included in the next Capital Improvement Project (CIP) list for consideration. On November 20, 1991, owners returned to Council requesting a special allocation because the CIP list had not been completed and several fences were in need of major repair work. Council again determined that it would consider the Ham Lane fence project as part of the CIP program when it was presented to Council.

The Ham Lane fence project was part of the proposed 1993/94 CIP list, but this project was not included in the adopted CIP program.

In May 1996, the Sunset Drive owners submitted another request to Council asking that the City review its records to find out whether the City had required the developer to install a more substantial fence as part of the subdivision improvements. In November 1996, Public Works Director Jack Ronsko wrote a memo to the City Manager and the City Council explaining that a meeting had been held with several of the Sunset Drive owners and agreement was reached on the following items: The City would pay for landscaping and irrigation between the fence and the Ham Lane sidewalk; the fence height would be eight feet as measured from the Ham Lane side of the fence; and the City would design the fence and pay for the difference in cost between regular block and split-face block. This agreement was based on discussions held at the November 12, 1996 City Council shirtsleeve session.

On November 12, 1997, Public Works Director Ronsko wrote a letter to Ms. Suzanne Brodehl (1121 South Sunset Drive) reiterating the items agreed to in November 1996 and also adding the following three items: The City would pay for the demolition of the existing fence; the City would waive

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



Adopt Resolution Approving City Participation in Ham Lane Fence Construction (Cardinal Street to 1,100 Feet South of Cardinal Street) and Appropriating Funds (\$1,000)

April 21, 2004

Page 2

any building or plan check fee requirements involved in the fence construction; and the City would apply the same degree of participation should individual owners wish to construct a block wall instead of constructing a continuous wall along the full 1,000 lineal feet of Ham Lane. A copy of Mr. Ronsko's November 12, 1997 letter is attached as Exhibit A.

At this time, there are now two owners (1239 S. Sunset Dr. and 1251 S. Sunset Dr.) who wish to construct a block wall along Ham Lane within their property. The estimated cost to demolish the existing fence and upgrade to split-face block is \$500 per lot. The total cost for a new block wall on each property is approximately \$4,500 per lot. No landscaping between the wall and the sidewalk is included in this proposal, although the width is only about 18 inches.

While the City's current financial situation is not as strong as it was in 1997, Staff is recommending that Street Maintenance funds be used to pay for the demolition of the existing fence and the increased cost to upgrade to split-face block. As future owners decide to build a block wall along Ham Lane, staff will return to Council with a recommendation regarding a funding source.

**FUNDING:**                      Street Maintenance (105031.7352)                      \$1,000

---

Vicky McAthie, Finance Director

---

Richard C. Prima, Jr.  
Public Works Director

Prepared by Wesley Fujitani, Senior Civil Engineer

RCP/WKF/pmf

cc:     Community Development Director  
         Streets Superintendent  
         Assistant Street Superintendent  
         Management Analyst Areida

## CITY COUNCIL

PHILLIP A. PENNINO, Mayor  
 JACK A. SIEGLOCK  
 Mayor Pro Tempore  
 KEITH LAND  
 STEPHEN J. MANN  
 DAVID P. WARNER

## CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
 P.O. BOX 3006  
 LODI, CALIFORNIA 95241-1910  
 (209) 333-6706  
 FAX (209) 333-6710

H. DIXON FLYNN  
 City Manager  
 ALICE M. REIMCHE  
 City Clerk  
 RANDALL A. HAYS  
 City Attorney

November 12, 1997

Ms. Suzanne Brodehl  
 1121 S. Sunset Drive  
 Lodi, CA 95240

SUBJECT: Ham Lane Block Wall

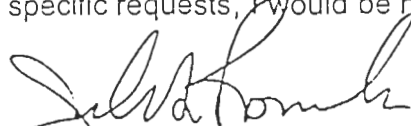
I am in receipt of your letter of November 4, 1997, in reference to the Ham Lane block wall. I understand that Rad Bartlam, Community Development Director, and Wes Fujitani, Senior Civil Engineer, met with the Sunset Drive property owners on August 7, 1997, and provided the property owners with a number of alternatives on how to proceed as a group or individually. I understand that the ways the City could participate in this project were also outlined.

The City has confirmed that Measure K funds can be used for this type of project. However, if the funds are used for a block wall, the same funds cannot be used for maintenance of City streets. It was my understanding, from past Council actions, that Council did not want to take on the full responsibilities of the wall construction. My understanding of the City's participation is as follows:

- City will pay for upgrading of the wall from a standard block to a split-face block wall.
- City will pay for demolition of existing fence.
- City will be responsible for installing the sprinkler system and landscaping on the street side of the wall and any required hard surfacing between the wall and the existing sidewalk.
- If all of the Sunset Drive homeowners were not in favor of moving ahead with the wall, the City would allow individuals to construct the City-designed wall fronting only their property. The City's participation would be the same as above.
- The City would waive any building or plan check fee requirements involved in the fence construction.

Since Mayor Pennino's name was mentioned in your letter, I am sending him a copy of this letter and your letter of November 4, 1997.

I am sorry but I do not know how else City staff can help you in this matter. If you have some specific requests, I would be happy to discuss them with you.



Jack L. Ronsko  
 Public Works Director

cc: Mayor Pennino  
 Community Development Director  
 Senior Civil Engineer

bcc: City Clerk  
 HAMILNWAL.DOC

11/12/97

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING CITY  
PARTICIPATION IN THE HAM LANE FENCE CONSTRUCTION,  
CARDINAL STREET TO 1,100 FEET SOUTH OF CARDINAL  
STREET, AND FURTHER APPROPRIATING FUNDS FOR THE  
PROJECT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby  
approve City participation in the Ham Lane Fence Construction Project, from Cardinal  
Street to 1,100 feet south of Cardinal Street, and

BE IT FURTHER RESOLVED, that funds in the amount of \$1,000 be appropriated  
for this project.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the  
City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following  
vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Amending Contract for Transit Operations with MV Transportation, Inc., to Reflect Their New Subsidiary, MV Public Transportation, Inc., and Authorize City Manager to Execute Any Documents Related to the Change

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** That the City Council adopt a resolution amending the contract for transit operations with MV Transportation, Inc., to reflect their new subsidiary, MV Public Transportation, Inc., and authorize the City Manager to execute any documents related to the change.

**BACKGROUND INFORMATION:** At its May 21, 2003, meeting, the City Council awarded a contract to MV Transportation, Inc., for transit operations. MV Transportation, Inc., has expanded to include school transportation and, as part of the expansion, has formed a subsidiary, MV Public Transportation, Inc., to control its public transit contracts, including its contract with the City of Lodi.

The amendment to the contract will not change any of the terms of the contract.

**FUNDING:** None

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TF/pmf

---

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
AMENDMENT TO CONTRACT FOR TRANSIT OPERATIONS  
WITH MV TRANSPORTATION, INC., TO REFLECT THEIR NEW  
SUBSIDIARY, MV PUBLIC TRANSPORTATION, INC., AND  
FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE  
ANY DOCUMENTS RELATED TO THE CHANGE

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby  
approve amending the contract for Transit Operations with MV Transportation, Inc., to  
reflect their new subsidiary, MV Public Transportation, Inc.; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and  
directed to execute any documents related to the change.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the  
City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following  
vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Authorize the City Manager to execute an agreement for property tax allocation for the Galantine Annexation at 5952 E. Pine Street

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Community Development Director

---

**RECOMMENDED ACTION:** Authorize the City Manager to execute an agreement for property tax allocation for the Galantine Annexation at 5952 E. Pine Street.

**BACKGROUND INFORMATION:** The Master Property Tax Sharing Agreement between the City of Lodi and San Joaquin County expired in June 2003. The Board of Supervisor's authorized the extension of the agreement to September 2003. Since that time, no standard agreement has been in place. Negotiations on a new agreement have been sporadic.

At this time, the City has one annexation request to make with LAFCO. That annexation is the 10 acre proposal from Richard Galantine at 5952 East Pine Street. Based on the rather small area involved and what appears to be an unknown time period for the Master Agreement, staff has requested that the County extend the terms of the previous agreement in order to move the pending annexation along.

County staff has concurred and the agreement before the City Council provides the same split of property tax revenue 90% County and 10% City.

Pursuant to Council Member Land's request, we are in the process of meeting with the Mokelumne Fire District regarding the Galantine annexation.

**FUNDING:** N/A

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Konradt Bartlam, Community Development Director

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APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager

County of San Joaquin & City of Lodi  
**Agreement For Property Tax Allocation Upon Annexation**  
\_\_\_\_\_ Annexation

A-04- \_\_\_\_\_

AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_, 2004 by and between the City of Lodi, hereinafter referred to as "CITY" and the County of San Joaquin, hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, Article 13A, Section 1 of the Constitution of the State of California limits ad valorem taxes on real property to one percent (1%) of full cash value; and

WHEREAS, Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code (Sections 95 et. seq.) provides for the allocation of property tax revenues; and

WHEREAS, CITY and COUNTY must have an agreement for the allocation of property tax revenues upon annexation.

NOW, THEREFORE, in consideration of the premises and the following terms and conditions, the parties hereto agree as follows:

1. DEFINITIONS.

The words and phrases in this Agreement shall have meanings as set forth below:

- A. "Annexation Property Tax Base" shall mean the Base Year sum of the ad valorem tax allocated to Detaching Special Districts, as defined herein, and to COUNTY within the area being annexed.
- B. "Detaching Special Districts" shall mean those political subdivisions organized pursuant to the laws of the State of California whose functions within the area being annexed are terminated and/or assumed by CITY.
- C. "Detachment" shall mean the removal from a special district of any portion of the territory of that special district.
- D. "Base Year" shall mean the assessed valuation applicable to the property and improvements within the area being annexed at the time the application for annexation is submitted to the Local Agency Formation Commission (LAFCO).
- E. "Incremental Growth" shall mean the total increase or decrease in the property tax base over the base year within the annexed area.

2. PROPERTY TAX ALLOCATION.

CITY and COUNTY shall share in the Annexation Property Tax Base and all Incremental Growth thereof pursuant to the ratio of 10% CITY and 90% COUNTY.

3. APPLICATION OF AGREEMENT.

- A. Effective date. The effective date of property tax allocation for the annexation shall be determined in accordance with Government Code Section 54902 and any succeeding statutory provisions. Currently, statements of boundary change must be filed with the State Board of Equalization on or before December 1 of the year immediately preceding the year in which property taxes are to be shared.

B. Future property taxes. The provisions of this Agreement would also apply to any property exempt from ad valorem taxes which subsequently became taxable within the area to be annexed.

4. JOINT REVIEW.

CITY and COUNTY may jointly review COUNTY property tax records from time to time or as requested by CITY to verify accurate distribution under the Agreement.

5. GOVERNING LAW AND ATTORNEYS' FEES.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party because of any default under this Agreement or to enforce any provision of this Agreement, or to obtain a declaration of rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court. The standard of review for determining whether a default has occurred under this Agreement shall be the standard generally applicable to contractual obligations in California.

6. NOTICES.

Any notice of communication required hereunder among CITY and COUNTY must be in writing, and may be given either personally, by telefacsimile (with original forwarded by regular U.S. Mail) or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the parties at their addresses set forth below:

To CITY (City Manager):

With Copies To (City Attorney):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telefacsimile: (209) \_\_\_\_-\_\_\_\_

Telefacsimile: (209) \_\_\_\_-\_\_\_\_

To COUNTY (County Administrator): With Copies To (County Counsel):

Manuel Lopez  
Courthouse, Room 707  
222 E. Weber Avenue  
Stockton, California 95202  
Telefacsimile: (209) 468-2875

Terrence R. Dermody  
Courthouse, Room 711  
222 E. Weber Avenue  
Stockton, California 95202  
Telefacsimile: (209) 468-2875



Any party hereto may at any time, by giving ten (10) days written notice to the other parties, designate any other address or facsimile number in substitution of the address or facsimile number to which such notice or communication shall be given.

7. SEVERABILITY.

If any provision of this Agreement is held invalid, void, or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended by mutual consent of the parties. Notwithstanding this severability clause, Section 2. Property Tax Allocation, is material and substantial and the failure of said subsection is the failure of material consideration, causing the agreement to be void from the date that the subsection is held invalid.

8. FURTHER ASSURANCES.

Each party shall execute and deliver to the other party or parties all such other further instruments and documents and take all such further actions as may be reasonably necessary to carry out this Agreement and to provide and secure to the other party or parties the full and complete enjoyment of its rights and privileges hereunder.

9. CONSTRUCTION.

All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.

10. OTHER MISCELLANEOUS TERMS.

The singular includes the plural; the masculine gender includes the feminine, "shall" is mandatory; "may" is permissive.

11. TIME.

Time is of the essence of each and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECOMMENDED FOR APPROVAL:

H. Dixon Flynn  
City Manager

Manuel Lopez  
County Administrator

CITY OF LODI

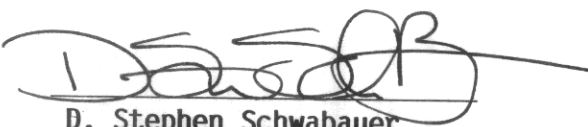
COUNTY OF SAN JOAQUIN

Larry Hansen, Mayor

Leroy Ornellas, Chairman  
Board of Supervisors

Approved as to Form

Approved as to Form  
Terrence R. Dermody  
County Counsel

  
D. Stephen Schwabauer  
Interim City Attorney

By David Wooten,  
Assistant County Counsel

ATTEST: Susan J. Blackston  
City Clerk

ATTEST: Lois M. Sahyoun  
Clerk of the Board of Supervisors



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt resolution authorizing the City Manager to execute electric utility rate contracts for three commercial/industrial customers; Kubota Tractor Corporation, Larry Methvin Installation and Lodi Memorial Hospital (EUD)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** That the City Council adopt a resolution authorizing the City Manager to execute new electric utility rate contracts for three commercial/industrial customers; Kubota Tractor Corporation, Larry Methvin Installation and Lodi Memorial Hospital.

**BACKGROUND INFORMATION:** In October of 2003, the Electric Utility Department presented to the Lodi City Council numerous electric utility rate contracts for either new industrial customers, or for existing industrial customers. The contracts for existing industrial customers were approved as contracts that would transition these customers to a published electric utility rate over a designated period of time.

By way of this Council item, Electric Utility staff is recommending approval of two (2) electric utility rate contracts for new industrial customers Kubota Tractor Corporation and Larry Methvin Installation, Incorporated. The proposed rate contracts are for periods of three years and two years, respectively. The rate discounts provided for each of these new customers is designed as an economic incentive tool, as a part of the City of Lodi economic development policy, to locate their operations within the city.

The third contract included in this Council item is for Lodi Memorial Hospital. The hospital was on a contract rate for several years, however, that contract has expired. The proposed new electric utility rate contract will be for a period of three years, and includes a 12.9 percent rate increase over the previous contract utility rate provided to the hospital.

Electric Utility staff has worked closely with representatives from each of the three customers included in this Council action, and the customers are informed as to the elements of the proposed electric utility rate contracts. Electric Utility staff respectfully recommends approval of these electric utility rate contracts.

**FUNDING:** N/A

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Alan N. Vallow  
Electric Utility Director

**PREPARED BY:** Rob Lechner, Manager of Customer Service & Programs

ANV/RL/1st  
Attachments

cc: City Attorney

Finance Director

---

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

**RATE AGREEMENT**  
**BETWEEN**  
**LARRY METHVIN INSTALLATION, INCORPORATED**  
**AND**  
**THE CITY OF LODI**

This Agreement is made by, and between, Larry Methvin Installation, Incorporated ("Customer") and the CITY OF LODI ("City"), collectively called "the Parties" and individually as "Party". This Agreement supersedes the City's mandatory Rate Schedule assignment for this Customer.

**WITNESSETH:**

**WHEREAS,** City operates an electric utility system supplying electric power to City customers; and

**WHEREAS,** Customer is a significant new customer; and

**WHEREAS,** City desires to provide the new Customer with a discount to their eligible rate schedule over two (2) years as an economic incentive to locate in the City of Lodi as part the City's economic development policy.

**NOW, THEREFORE,** the Parties hereto agree as follows:

Section 1. **Definitions.** Whenever used in this Agreement, in either the singular or plural number, the following terms shall have the following respective meanings:

- 1.1 "Agreement" is this contract.
- 1.2 "City" is the City of Lodi, a California Municipal Corporation.
- 1.3 "Customer" is Larry Methvin Installation, Incorporated.
- 1.4 "Facility" is the Customer's facility receiving service as identified in Exhibit "A."
- 1.5 "Account" is defined in Exhibit "A" for the Customer.
- 1.6 "Parties" are collectively Customer and City.

- 1.7 "kWh" is a kilowatt-hour, an energy charge-billing unit.
- 1.8 "Billing cycle" is the monthly bill.
- 1.9 "Force Majeure", as used herein, means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the Party claiming force majeure. Such an occurrence may include, but is not limited to, acts of God, labor disputes, sudden actions of the elements, actions or inactions by federal, state and municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies.
- 1.10 "Eligible rate" is the scheduled rate at which the Customer would qualify given historical consumption utilized from the previous glass manufacturer located at this facility in 2003.
- 1.11 "Totalization" is the aggregation of all individual meter data for all meters serving the facility so as to create a single-billed account under a single rate schedule.

Section 2. **Rate Application.**

The billing cycle charge for the Customer shall be at the current, published G-4 electric utility rate, minus a 15 percent rate discount for the Facilities and Accounts defined in Exhibit "A" over a two-year period, commencing May 1, 2004. Exhibit "A" identifies the Facilities as only those located at 875 North Stockton Street, and will be treated as individual facilities for billing purposes.

The billing cycle shall be based on the current City of Lodi published G-4 electric utility rate energy charge, the appropriate Market Cost Adjustment and demand charge (minus the 15 percent rate discount), plus a customer charge of \$128.13 per month, per meter for energy delivery. After this contract expires, the Customer shall be assigned to the eligible rate, with no rate discount.

Section 3. **Terms of Agreement.**

- 3.1 Upon signing by all Parties, this Agreement shall be binding for bills rendered on or after May 1, 2004, and shall remain in effect, subject to Paragraph 3.2 below, for bills rendered through April 30, 2006.
- 3.2 If either party fails to perform any of the provisions of this Agreement, the other party may, by written notice given within thirty days of such failure to perform, terminate this agreement. Customer may appeal such termination in writing to the Electric Utility Director. This is in addition to any other legal recourse Customer may have.

Section 4. **Force Majeure.**

- 4.1 If either Party because of Force Majeure is rendered wholly or partly unable to perform its obligations under this Agreement, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:
- The non-performing Party, within two weeks after the occurrence of the Force Majeure, shall give the other party a written report describing the particulars of the occurrence.
- The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure.
- 4.2 No obligations of either Party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence.
- 4.3 The non-performing Party uses its best efforts to remedy its inability to perform. This subparagraph shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgement of the Party involved in the dispute, are contrary to its interest.
- It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party having the difficulty.

Section 5. **Assignments.**

- 5.1 Neither Party shall voluntarily assign its rights nor delegate its duties under this Agreement without the written consent of the other Party.

Section 6. **Amendments.**

- 6.1 This Agreement may be amended only by written instrument executed by the Parties or their successors.

Section 7. **Severability.**

- 7.1 In the event that any of the terms, covenants, or conditions of this Agreement shall be held invalid, the Parties intend that all other terms, covenants, and conditions and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that such provisions are not severable from all other provisions of this Agreement.

Section 8. **Governing Law.**

- 8.1 This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

Section 9. **Counterparts.**

- 9.1 This Agreement may be executed in counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 10. **Headings.**

- 10.1 The headings to the articles in this Agreement are intended for convenience only and not for the purpose of interpreting the provisions of this Agreement.

Section 11. **Notices.**

- 11.1 Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered or delivered, as the case may be, by depositing the same in any United

States Post Office with postage prepaid, for transmission by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address designated below. Changes in such designation may be made by notice similarly given.

11.2 All written notices or questions shall be directed as follows:

To City:                   ELECTRIC UTILITY DIRECTOR  
  
                                  CITY OF LODI  
  
                                  1331 SOUTH HAM LANE  
  
                                  LODI CA 95242-3995

To Customer:           LARRY METHVIN INSTALLATION, INC.  
  
                                  875 NORTH STOCKTON STREET  
  
                                  LODI CA 95240

Section 12. **Non-waiver.**

12.1 None of the provisions of the Agreement shall be considered waived by either Party except when such waiver is given in writing. The failure of any Party at any time or times to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to future enforcement of that right or obligation or any right or obligation of the Agreement.

Section 13. **Warranty of Authority.**

13.1 Each of the Parties which has executed and delivered this Agreement represents and warrants that it has agreed to be bound by all the terms, covenants, and conditions of this Agreement and has acted with all the requisite capacity and authority and approval of its governing body.



**IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and their seal to be affixed, as of the day and year herein written.**

**CITY OF LODI**

**LARRY METHVIN INSTALLATION,  
INCORPORATED**

\_\_\_\_\_  
H. Dixon Flynn, City Manager

\_\_\_\_\_  
Kent Snyder, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
D. Stephen Schwabauer  
Interim City Attorney

**ATTEST:**

\_\_\_\_\_  
Susan J. Blackston  
City Clerk

**RATE AGREEMENT**  
**BETWEEN**  
**LODI MEMORIAL HOSPITAL**  
**AND**  
**THE CITY OF LODI**

This Agreement is made by, and between, **Lodi Memorial Hospital** ("Customer") and the CITY OF LODI ("City"), collectively called "the Parties" and individually as "Party". This Agreement supersedes the City's mandatory Rate Schedule assignment for this Customer.

**WITNESSETH:**

**WHEREAS,** City operates an electric utility system supplying electric power to City customers; and

**WHEREAS,** City desires to provide this Customer with a utility rate contract for a period of three years.

**NOW, THEREFORE,** the Parties hereto agree as follows:

Section 1. **Definitions.** Whenever used in this Agreement, in either the singular or plural number, the following terms shall have the following respective meaning:

- 1.1 "Agreement" is this contract.
- 1.2 "City" is the City of Lodi, a California Municipal Corporation.
- 1.3 "Customer" is Lodi Memorial Hospital.
- 1.4 "Facility" is the Customer's facility (or facilities) receiving service as identified in Exhibit "A".
- 1.5 "Account" is defined in Exhibit "A" for the Customer.
- 1.6 "Parties" are collectively Customer and City.
- 1.7 "kWh" is a kilowatt-hour, an energy charge-billing unit.
- 1.8 "Billing cycle" is the monthly bill.

1.9 "Force Majeure", as used herein, means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the Party claiming force majeure. Such an occurrence may include, but is not limited to, acts of God, labor disputes, sudden actions of the elements, actions or inactions by federal, state and municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies.

1.10 "Eligible rate" is the scheduled rate at which the Customer would qualify given historical consumption.

1.11 "Totalization" is the aggregation of all individual meter data for all meters serving the facility so as to create a single billed account under a single rate schedule.

Section 2. **Rate Application.**

The billing cycle charge for the Customer shall be the eligible rate for the Facilities and Accounts defined in Exhibit "A" over a three-year period, commencing May 1, 2004. Exhibit "A" also defines what Facilities and Accounts will be totalized or treated as individual facilities for billing purposes. The eligible winter rate and summer rate for all facilities identified in this contract (Exhibit "A") are as follows:

- Winter rate (November 1-April 30)- .0700/kWh; and
- Summer rate (May 1-October 31)- .0895/kWh

Section 3. **Terms of Agreement.**

3.1 Upon signing by all Parties, this Agreement shall be binding for bills rendered on or after May 1, 2004, and shall remain in effect, subject to Paragraph 3.2 below, for bills rendered through April 30<sup>th</sup>, 2007.

3.2 If either party fails to perform any of the provisions of this Agreement, the other party may, by written notice given within thirty days of such failure to perform, terminate this agreement.

Customer may appeal such termination in writing to the Electric Utility Director. This is in addition to any other legal recourse Customer may have.

Section 4. **Force Majeure.**

- 4.1 If either Party because of Force Majeure is rendered wholly or partly unable to perform its obligations under this Agreement, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

The non-performing Party, within two weeks after the occurrence of the Force Majeure, shall give the other party a written report describing the particulars of the occurrence.

The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure.

- 4.2 No obligations of either Party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence.

- 4.3 The non-performing Party uses its best efforts to remedy its inability to perform. This subparagraph shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgement of the Party involved in the dispute, are contrary to its interest.

It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party having the difficulty.

Section 5. **Assignments.**

- 5.1 Neither Party shall voluntarily assign its rights nor delegate its duties under this Agreement without the written consent of the other Party.

Section 6. **Amendments.**

- 6.1 This Agreement may be amended only by written instrument executed by the Parties or their successors.

Section 7. **Severability.**

- 7.1 In the event that any of the terms, covenants, or conditions of this Agreement shall be held invalid, the Parties intend that all other terms, covenants, and conditions and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that such provisions are not severable from all other provisions of this Agreement.

Section 8. **Governing Law.**

- 8.1 This Agreement shall be interpreted, governed by and construed under the laws of the State of California.

Section 9. **Counterparts.**

- 9.1 This Agreement may be executed in counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 10. **Headings.**

- 10.1 The headings to the articles in this Agreement are intended for convenience only and not for the purpose of interpreting the provisions of this Agreement.

Section 11. **Notices.**

- 11.1 Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered or delivered, as the case may be, by depositing the same in any United States Post Office with postage prepaid, for transmission by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address designated below. Changes in such designation may be made by notice similarly given.

11.2 All written notices or questions shall be directed as follows:

To City:                   ELECTRIC UTILITY DIRECTOR  
  
                                  CITY OF LODI  
  
                                  1331 SOUTH HAM LANE  
  
                                  LODI, CA 95242-3995

To Customer:           LODI MEMORIAL HOSPITAL  
  
                                  975 S. FAIRMONT AVENUE  
  
                                  LODI CA 95240

Section 12. **Non-waiver.**

12.1 None of the provisions of the Agreement shall be considered waived by either Party except when such waiver is given in writing. The failure of any Party at any time or times to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to future enforcement of that right or obligation or any right or obligation of the Agreement.

Section 13. **Warranty of Authority.**

13.1 Each of the Parties which has executed and delivered this Agreement represents and warrants that it has agreed to be bound by all the terms, covenants, and conditions of this Agreement and has acted with all the requisite capacity and authority and approval of its governing body.

**IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and their seal to be affixed, as of the day and year herein written.**

**CITY OF LODI**

\_\_\_\_\_  
H. Dixon Flynn, City Manager

\_\_\_\_\_  
Date

**LODI MEMORIAL HOSPITAL**

\_\_\_\_\_  
Joseph Harrington, Chief Executive Officer

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
D. Stephen Schwabauer  
Interim City Attorney

**ATTEST:**

\_\_\_\_\_  
Susan J. Blackston  
City Clerk

**RATE AGREEMENT**  
**BETWEEN**  
**KUBOTA TRACTOR CORPORATION**  
**AND**  
**THE CITY OF LODI**

This Agreement is made by, and between, **Kubota Tractor Corporation** ("Customer") and the CITY OF LODI ("City"), collectively called "the Parties" and individually as "Party". This Agreement supersedes the City's mandatory Rate Schedule assignment for this Customer.

**WITNESSETH:**

**WHEREAS,** City operates an electric utility system supplying electric power to City customers; and

**WHEREAS,** Customer is a significant new customer; and

**WHEREAS,** City desires to provide the new Customer a discount on their eligible rate schedule for three years as an economic incentive to locate in the City of Lodi as part the City's economic development policy.

**NOW, THEREFORE,** the Parties hereto agree as follows:

Section 1. **Definitions.** Whenever used in this Agreement, in either the singular or plural number, the following terms shall have the following respective meanings:

- 1.1 "Agreement" is this contract.
- 1.2 "City" is the City of Lodi, a California Municipal Corporation.
- 1.3 "Customer" is Kubota Tractor Corporation.
- 1.4 "Facility" is the Customer's facility receiving service as identified in Exhibit "A."
- 1.5 "Account" is defined in Exhibit "A" for the Customer.
- 1.6 "Parties" are collectively Customer and City.



- 1.7 "kWh" is a kilowatt-hour, an energy charge-billing unit.
- 1.8 "Billing cycle" is the monthly bill.
- 1.9 "Force Majeure," as used herein, means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the Party claiming force majeure. Such an occurrence may include, but is not limited to, acts of God, labor disputes, sudden actions of the elements, actions or inactions by federal, state and municipal agencies, and actions or inactions of legislative, judicial, or regulatory agencies.
- 1.10 "Eligible rate" is the scheduled rate at which the Customer would qualify given historical consumption at their current Stockton, California facility (located at 6665 Hardaway Road, Stockton, CA), served by Pacific Gas & Electric Company.
- 1.11 "Totalization" is the aggregation of all individual meter data for all meters serving the facility so as to create a single-billed account under a single rate schedule.

Section 2. **Rate Application.**

The billing cycle charge for the Customer shall be a 25 percent discount of the eligible rate for the Facilities and Accounts defined in Exhibit "A" over a three-year period, commencing September 1, 2004. Exhibit "A" also identifies what Facilities and Accounts will be totalized or treated as individual facilities for billing purposes. The billing cycle shall be the published G-2 electric utility rate, minus 25 percent, plus a customer charge of \$56.13 per meter per month.

After this contract expires, the Customer shall be assigned to the eligible rate at that time (the published G-2 electric utility rate).

Section 3. **Terms of Agreement.**

- 3.1 Upon signing by all Parties, this Agreement shall be binding for bills rendered on or after September 1, 2004, and shall remain in effect, subject to Paragraph 3.2 below, for bills rendered through September 30, 2007.
- 3.2 If either party fails to perform any of the provisions of this Agreement, the other party may, by written notice given within thirty days of such failure to perform, terminate this agreement. Customer may appeal such termination in writing to the Electric Utility Director. This is in addition to any other legal recourse Customer may have.

Section 4. **Force Majeure.**

- 4.1 If either Party because of Force Majeure is rendered wholly or partly unable to perform its obligations under this Agreement, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:
- The non-performing Party, within two weeks after the occurrence of the Force Majeure, shall give the other party a written report describing the particulars of the occurrence.
- The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure.
- 4.2 No obligations of either Party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence.
- 4.3 The non-performing Party uses its best efforts to remedy its inability to perform. This subparagraph shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgement of the Party involved in the dispute, are contrary to its interest.
- It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party having the difficulty.

Section 5. **Assignments.**

- 5.1 Neither Party shall voluntarily assign its rights nor delegate its duties under this Agreement without the written consent of the other Party.

Section 6. **Amendments.**

- 6.1 This Agreement may be amended only by written instrument executed by the Parties or their successors.

Section 7. **Severability.**

- 7.1 In the event that any of the terms, covenants, or conditions of this Agreement shall be held invalid, the Parties intend that all other terms, covenants, and conditions and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that such provisions are not severable from all other provisions of this Agreement.

Section 8. **Governing Law.**

- 8.1 This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

Section 9. **Counterparts.**

- 9.1 This Agreement may be executed in counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 10. **Headings.**

- 10.1 The headings to the articles in this Agreement are intended for convenience only and not for the purpose of interpreting the provisions of this Agreement.

Section 11. **Notices.**

- 11.1 Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered or delivered, as the case may be, by depositing the same in any United

States Post Office with postage prepaid, for transmission by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address designated below. Changes in such designation may be made by notice similarly given.

11.2 All written notices or questions shall be directed as follows:

To City:                   ELECTRIC UTILITY DIRECTOR  
  
                                  CITY OF LODI  
  
                                  1331 SOUTH HAM LANE  
  
                                  LODI CA 95242-3995

To Customer:           KUBOTA TRACTOR CORPORATION  
  
                                  6665 E. HARDAWAY ROAD  
  
                                  STOCKTON CA 95215

Section 12. **Non-waiver.**

12.1 None of the provisions of the Agreement shall be considered waived by either Party except when such waiver is given in writing. The failure of any Party at any time or times to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to future enforcement of that right or obligation or any right or obligation of the Agreement.

Section 13. **Warranty of Authority.**

- 13.1 Each of the Parties which has executed and delivered this Agreement represents and warrants that it has agreed to be bound by all the terms, covenants, and conditions of this Agreement and has acted with all the requisite capacity and authority and approval of its governing body.

**IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and their seal to be affixed, as of the day and year herein written.**

**CITY OF LODI**

\_\_\_\_\_  
H. Dixon Flynn, City Manager

\_\_\_\_\_  
Date

**KUBOTA TRACTOR CORP.**

\_\_\_\_\_  
Russ Cobb, Senior Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
D. Stephen Schwabauer  
Interim City Attorney

**ATTEST:**

\_\_\_\_\_  
Susan J. Blackston  
City Clerk

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
ELECTRIC UTILITY RATE CONTRACTS BETWEEN THE  
CITY OF LODI AND THREE COMMERCIAL/INDUSTRIAL  
CUSTOMERS: KUBOTA TRACTOR CORPORATION,  
LARRY METHVIN INSTALLATION AND  
LODI MEMORIAL HOSPITAL

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute electric utility rate contracts between the City of Lodi and Kubota Tractor Corporation, Larry Methvin Installation and Lodi Memorial Hospital.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt a resolution authorizing the City Manager to extend the Consulting Services Agreement with Borismetrics to provide professional services (\$60,000) to the Electric Utility Department (EUD)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Alan N. Vallow, Electric Utility Director

---

**RECOMMENDED ACTION:** That the City Council authorize the City Manager to extend the Consulting Services Agreement with Borismetrics to provide Professional Services to the Electric Utility Department (\$60,000.)

**BACKGROUND INFORMATION:** The Electric Utility Department faces a number of issues related to the fast paced and volatile energy industry, which require professional assistance in order to efficiently manage and position the utility.

The Electric Utility Department has hired Boris Prokop thru a consulting agreement with his company, Borismetrics, to perform the management and higher analysis duties of the former Business Planning Manager and the former Rates and Resources Manager. BORISMETRICS is uniquely qualified to provide the needed expertise by virtue of its direct experience and familiarity with the issues facing the City of Lodi and other California electric utilities.

The services that Mr. Prokop has provided under the current contract have proved to be very beneficial to the Electric Utility Department. The need and value of the services are even more necessary during this environment of California industry uncertainty. As part of his activities, he has implemented new large customer contracts, load analysis tools, and work on changes to NCPA pool agreements. In order to preserve the continuity of his knowledge in the areas of rates and power supply for the City of Lodi and given the rapid change in the electric utility industry, there is a need to maintain the services by increasing the contract budget by an additional \$60,000. This would carry his work thru the end of December 2004. At the discretion of the Utility Director, this full amount may not be utilized.

**FUNDING:** 160603

**Funding Approval:** \_\_\_\_\_  
Vicky McAthie, Finance Director

\_\_\_\_\_  
Alan N. Vallow  
Electric Utility Director

Attachments

---

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CONSULTING SERVICES AGREEMENT EXTENSION

### **BORISMETRICS**

#### **Billing Address**

PO BOX 2746  
LODI CA 95241  
(425) 922-2853

This current consulting services agreement between BORISMETRICS, (hereinafter "BORISMETRICS") and the City of Lodi, Electric Utility, whose place of business is located at 1331 S. Ham Lane, Lodi, CA 95242 (hereinafter "CLIENT") for the project generally described as Rates, Cost of Service and Power Supply Assistance is extended by Lodi City Council Resolution. Number \_\_\_\_\_ dated April 21 , 2004.

This extension has an increased budget of \$60,000 above the current contract budget. All other contract provisions are unchanged except the hourly billing rate for principal has been reduced from \$120/hr. to \$100/hr.

#### **BORISMETRICS, INC.**

By: \_\_\_\_\_  
Boris Prokop, Principal

Date: \_\_\_\_\_

#### **CITY OF LODI**

By: \_\_\_\_\_  
H. Dixon Flynn, City Manager

Date: \_\_\_\_\_

#### **APPROVED AS TO FORM:**

By: \_\_\_\_\_  
D. Stephen Schwabauer,  
Intern City Attorney

#### **ATTEST:**

By: \_\_\_\_\_  
Susan Blackston, City Clerk

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY  
MANAGER TO EXTEND THE CONSULTING SERVICES AGREEMENT WITH  
BORISMETRICS TO PROVIDE PROFESSIONAL SERVICES IN THE AREAS OF  
POWER SUPPLY AND RATES TO THE ELECTRIC UTILITY DEPARTMENT

=====

WHEREAS, the Electric Utility Department faces a number of issues related to the fast-paced and volatile energy industry, which require professional assistance in order to efficiently manage and position the utility; and

WHEREAS, Boris Prokop was hired through a consulting agreement with his company, Borismetrics, to perform the management and higher analysis duties of the former Business Planning Manager and the former Rates and Resources Manager; and

WHEREAS, Borismetrics is uniquely qualified to provide the needed expertise by virtue of its direct experience and familiarity with the issues facing the City of Lodi and other California electric utilities; and

WHEREAS, the services that Mr. Prokop has provided under the current contract have proved to be very beneficial to the Electric Utility Department. The need and value of the services are even more necessary during this environment of California industry uncertainty. Mr. Prokop has implemented new large customer contracts, load analysis tools, and work on changes to NCPA pool agreements.

WHEREAS, in order to preserve the continuity of his knowledge in the areas of rates and power supply for the City of Lodi and given the rapid change in the electric utility industry, there is a need to maintain the services by increasing the contract budget by an additional \$60,000.00, which may or may not be utilized and will be at the discretion of the Electric Utility Director. This would carry his work through the end of September 2004.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to extend the consulting services agreement with Borismetrics to provide professional services in the areas of power supply and rates to the Electric Utility Department at a cost not to exceed \$60,000.00, to be utilized at the discretion of the Electric Utility Director.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt a resolution authorizing the City Manager to execute Exhibit C, Revision 7 to United States of America Department of Energy Western Area Power Administration (Western) Contract 96-SNR-00110 with the City of Lodi for the Funding of Power Operation and Maintenance for Central Valley Project Power Facilities (EUD)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Electric Utility Director

---

**RECOMMENDED ACTION:** That the City Council adopt a resolution authorizing the City Manager to execute Exhibit C, Revision 7 to United States of America Department of Energy Western Area Power Administration (Western) Contract 96-SNR-00110 with the City of Lodi for the Funding of Power Operation and Maintenance for Central Valley Project Power Facilities.

**BACKGROUND INFORMATION:** As part of the annual City of Lodi Electric Utility Department's (EUD) renewal of Western Area Power Administration (Western) resources, Contract 96-SNR-00100 for the Funding of Power Operation and Maintenance for Central Valley Project Power Facilities (EUD) provides for continuation of The Western resource. The Western resource is a below market resource.

**FUNDING:** None: Within Current Power Budget

---

Alan N. Vallow  
Electric Utility Director

**PREPARED BY:** Boris Prokop, Power Supply & Rates Manager

ANV/BP/lst

cc: City Attorney

---

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

Exhibit C  
(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 7, to be effective and as a part of Contract 96-SNR-00110 (hereinafter called the Agreement) shall become effective upon execution, and shall remain in effect until either superseded by a revised Exhibit C or upon termination of the Agreement.
2. The City of Lodi agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Year and in the amount specified in Section 3 below. The Fair-Share Funding Level as defined in Section 8.2.4.1 of the Agreement is indicated in Column 2 of the table shown in Section 3 below.
3. Please specify the Contribution commitment level(s) in the appropriate row(s) for the applicable FY(s).

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Amount in Dollars	Revised Fair-Share Amount in Dollars	Revision No. 5 Contribution Commitment Level Amount in Dollars	Revision No. 6 Contribution Commitment Level Amount in Dollars	Revision No. 7 Contribution Commitment Level Amount in Dollars
2004	<b>\$262,068.94</b>	\$262,068.94	\$29,758.93	\$29,758.93	\$29,758.93
2005	<b>\$234,795.42</b>	\$183,637.29	\$75,000.00	\$75,000.00	
2006	<b>\$301,738.22</b>	\$282,914.46	\$0	\$0	
2007	<b>\$323,475.82</b>	\$323,475.82	\$0	\$0	

Fair-Share Funding Level amounts and Contribution Commitment amounts, if any, are not shown for fiscal years prior to fiscal year 2004 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions, for the specified Fiscal Years(s) up to but not greater than the level indicated in the latest revision of the Contribution commitment level for a specific FY.

CITY OF LODI

Date of Execution: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

**FY2007**  
**CUSTOMER OPERATION AND MAINTENANCE FUNDING PLAN**  
**Preliminary**

line #		Reclamation Component	Western Component	Governance Funds	Total Customer Contributions
	<b>Plan Elements</b>				
1	Base (O&M) Elements		\$ -		
2	Power Plants	\$ 14,200,000			
	Dams	\$ 1,400,000			
	Power Operations Division	\$ 2,100,000			
	CVACs	\$ 580,000			
3	Deferred (RAX) Elements	\$ -	\$ -		
4	Base and Deferrable Elements	\$ 18,280,000	\$ -		
5	Rapid Return to Service Element Contributions	\$ 250,000	\$ -		
6	Emergency Expenditure from Exigency Fund (5% of Base and Deferrable Elements)	\$ 914,000	\$ -		
7	AGENCY ANNUAL EXPENDITURE OF CONTRIBUTIONS	\$ 19,444,000	\$ -		
8	Reserve Level for Agency Annual Expenditure of Contributions (5% of Agency Annual Exp. Of Contr.)	\$ 972,200	\$ -		
9	<b>SUBTOTAL AGENCIES EXPENDITURE OF CONTRIBUTIONS (Working Funds)</b>	\$ 20,416,200	\$ -		\$ 20,416,200
10	Non-emergency Expenditure of Contributions (10% of respective Agency's Annual O&M Budget Funded with Appropriations)	\$ -	\$ -		
11	Non-Emergency Expenditure from the Exigency Fund	\$ 11,000,000		\$ 100,000	
11a	Western O&M		\$ 6,139,000		
12	Bank Fees			\$ 60,000	
13	Program Treasurer Fees			\$ 16,000	
14	<b>SUBTOTAL CONTRIBUTIONS FOR GOVERNANCE FUNDS</b>	\$ 11,000,000	\$ 6,139,000	\$ 176,000	\$ 17,315,000
15	<b>Totals</b>	\$ 31,416,200	\$ 6,139,000	\$ 176,000	\$ 37,731,200
16	Contributions Reprogramming Threshold (15% of Agency Annual Exp. Of Contr.)	\$2,916,600	\$0		
17	CIP Threshold per Item (recommended TC 1/4/99)	\$135,000	\$135,000		
18	25% of Agency Annual Expenditure of Contributions shall be available for Agency's expenditure as of Oct 1 of the FY	\$4,861,000			

**FY2006**  
**CUSTOMER OPERATION AND MAINTENANCE FUNDING PLAN**  
**As Approved on Resolution 04-03**

line #		Reclamation Component	Western Component	Governance Funds	Total Customer Contributions
	<b>Plan Elements</b>				
1	Base (O&M) Elements		\$ -		
2	Power Plants	\$ 13,757,000			
	Dams	\$ 1,242,000			
	Power Operations Division (excludes Wheeling and Power Purchases of \$6,000,000)	\$ 2,105,000			
3	Deferred (RAX) Elements (Shasta Runners 1 & 2 and Shasta Main Bus Replacement)	\$ 2,000,000	\$ -		
4	Base and Deferrable Elements	\$ 19,104,000	\$ -		
5	Rapid Return to Service Element Contributions	\$ 250,000	\$ -		
6	Emergency Expenditure from Exigency Fund (5% of Base and Deferrable Elements)	\$ 955,200	\$ -		
7	AGENCY ANNUAL EXPENDITURE OF CONTRIBUTIONS	\$ 20,309,200	\$ -		
8	Reserve Level for Agency Annual Expenditure of Contributions (5% of Agency Annual Exp. Of Contr.)	\$ 1,015,460	\$ -		
9	<b>SUBTOTAL AGENCIES EXPENDITURE OF CONTRIBUTIONS (Working Funds)</b>	\$ 21,324,660	\$ -		<b>\$ 21,324,660</b>
10	Non-emergency Expenditure of Contributions (10% of respective Agency's Annual O&M Budget Funded with Appropriations)	\$ -	\$ -		
11	Non-Emergency Expenditure from the Exigency Fund	\$ 5,752,340			
11a	Western O&M		\$ 5,847,000		
12	Bank Fees			\$ 60,000	
13	Program Treasurer Fees			\$ 16,000	
14	<b>SUBTOTAL CONTRIBUTIONS FOR GOVERNANCE FUNDS</b>	\$ 5,752,340	\$ 5,847,000	\$ 76,000	<b>\$ 11,675,340</b>
15	<b>Totals</b>	\$ 27,077,000	\$ 5,847,000	\$ 76,000	<b>\$ 33,000,000</b>
16	Contributions Reprogramming Threshold (15% of Agency Annual Exp. Of Contr.)	\$3,046,380	\$0		
17	CIP Threshold per Item (recommended TC 1/4/99)	\$135,000	\$135,000		
18	25% of Agency Annual Expenditure of Contributions shall be available for Agency's expenditure as of Oct 1 of the FY	\$5,077,300			

3/10/2004

\*Does not include 6MW-Alameda NDA & 80MW Other for Silicon Valley

2107	23,583,000	972,200	11,100,000	76,000	37,731,200
------	------------	---------	------------	--------	------------

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE  
CITY MANAGER TO EXECUTE EXHIBIT C, REVISION 7 TO THE  
UNITED STATES OF AMERICA DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION CONTRACT  
NO. 96-SNR-00110 ON BEHALF OF THE CITY OF LODI

=====

BE IT RESOLVED, by the City Council of the City of Lodi that Exhibit C, Revision 7 to the United States of America Department of Energy Western Area Power Administration Contract No. 96-SNR-00110 is approved, and the City Manager is hereby authorized and directed to execute and deliver such agreement on behalf of the City of Lodi.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_





## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution approving Memorandum of Understanding between City of Lodi and Lodi Professional Firefighters (LPF)

**MEETING DATE:** Wednesday, April 21, 2004

**PREPARED BY:** Human Resources Director

---

**RECOMMENDED ACTION:** That the City Council approve the Memorandum of Understanding between City of Lodi and the Lodi Professional Firefighters (LPF).

**BACKGROUND INFORMATION:** The City has recently completed negotiations with the Lodi Professional Firefighters bargaining unit. In September, 2003, the City Council accepted the tentative agreement with the Lodi Professional Firefighters. The agreement was subsequently ratified by the Lodi Professional Firefighters. A Memorandum of Understanding has been prepared and is now brought back to the City Council for formal adoption.

**FUNDING:** N/A

Respectfully submitted,

\_\_\_\_\_  
Joanne M. Narloch, Human Resources Director

cc: Interim City Attorney  
Pete Iturraran, LPF President

---

APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LODI AND THE LODI  
PROFESSIONAL FIREFIGHTERS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approves the Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that said Memorandum of Understanding shall be effective July 1, 2003 through June 30, 2006.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**CITY OF LODI**

**AND**

**LODI PROFESSIONAL FIREFIGHTERS**

**July 1, 2003 – June 30, 2006**

## **TABLE OF CONTENTS**

	<b><u>PAGE #</u></b>
<b><u>CHAPTER 1 – SALARIES AND OTHER COMPENSATION</u></b>	
Article I Above Class Pay	4
Article II Department Sanctioned Teams	4
Article III Education Incentives	5
Article IV Flexible Spending Account	6
Article V Jury Duty	6
Article VI Merit Increases	7
Article VII Overtime	7
Article VIII Salary	8
Article IX Tuition Reimbursement	9
Article X Deferred Compensation	9
Article XI Uniform Allowance	9
Article XII Workers' Compensation	9
Article XIII Bilingual Pay	10
Article XIV Performance Incentive Bonus	10
<b><u>CHAPTER 2 – LEAVES</u></b>	
Article XV Catastrophe Bank	12
Article XVI Holidays	12
Article XVII Leaves of Absence	13
Article XVIII Sick Leave	14
Article XIX Vacation	14
<b><u>CHAPTER 3 – INSURANCE AND RETIREMENT</u></b>	
Article XX Chiropractic Insurance	15
Article XXI Dental Insurance	15
Article XXII Medical Insurance	16
Article XXIII Retirement Plan	16
Article XXIV Sick Leave Conversion	16
Article XXV Vision Care	18
<b><u>CHAPTER 4 – SAFETY</u></b>	
Article XXVI Safety Committee	18

**CHAPTER 5 – Work Hours, Schedules, Meals**

Article XXVII	56-Hour Work Week	19
Article XXVIII	Flexible Staffing	19
Article XXIX	Shift Trades	20

**CHAPTER 6 – ASSOCIATION / CITY ISSUES**

Article XXX	Alcohol, Smoking, and Drugs	20
Article XXXI	City Rights	21
Article XXXII	Complete Agreement	22
Article XXXIII	Concerted Activities	22
Article XXXIV	Employee Representation	22
Article XXXV	Grievance Procedure	24
Article XXXVI	Layoff Procedure	29
Article XXXVII	Physical Fitness	29
Article XXXVIII	Probation	30
Article XXXIX	Severability	31
Article XXXX	Term	31

Schedule A – Salary Schedule Effective 10/1/03  
Attachment 1 – Side Letter

City of Lodi  
And  
Lodi Professional Firefighters  
July 1, 2003 – June 30, 2006

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**Chapter 1. Salaries and Other Compensation**

**ARTICLE I - ABOVE CLASS PAY**

- 1.1 All employees in this bargaining unit who are required to work in a higher class shall be paid an additional 5% of the employee's salary for all hours once 12 consecutive hours have been worked.

**ARTICLE II – DEPARTMENT SANCTIONED TEAMS**

- 2.1 It is the intent of the City to develop specialized teams to address a variety of special hazards and provide specialized services to the department or community. When a team is established, minimum standards for inclusion and retention as a team member shall be developed and ratified by the Fire Chief. Any member of the department who becomes a member of the recognized specialized team, shall receive a 2.5% salary increase for as long as he/she meets the minimum entry level requirements and maintains a minimum level of participation as outlined in the team membership requirements. Each employee of the department can only receive 2.5% of salary for team membership, regardless of the number of teams the employee belongs to.
- 2.2 Existing members of the Hazardous Materials Team shall remain members of the team and shall continue to receive the 2.5% salary increase. The three members of the department who meet the minimum requirements for inclusion on the Hazardous Material Team shall be able to join the team and receive the 2.5% salary increase upon ratification of this contract. However, no additional team members shall be assigned to the Hazardous Material Team until the membership falls below 12 members. There shall be a six month period for the team to develop acceptable performance standards for maintaining his/her membership on the team.

- 2.3 The development of new teams shall require the submittal of minimum entry level and performance criteria for maintenance of membership to the Fire Chief prior to the development of the team. The Fire Chief shall have the sole discretion as to the appropriate number of members per specialized team. The department shall make every effort to develop a cadre of specialized teams to adequately address the needs of its members.

### **ARTICLE III - EDUCATION INCENTIVE**

- 3.1 An incentive program shall be established with the major purpose being to encourage and reward members of the LPF to broaden their on-the-job experience with academic training in the fields of science, management and administration.

- 3.2 Employees who meet the following criteria are eligible for education incentive pay.

- A. Employees holding an Associate of Arts shall receive \$25.00 per month if the:

1. AA is in Fire Science or related field or;
2. AA is in a non-related field with a Fire Science Certificate from an accredited institution or;
3. The employee possesses an AA degree and is actively pursuing a baccalaureate degree.

- B. Employees possessing a BA or BS degree shall receive an additional \$25.00 per month. If an employee possesses a BA degree, it is assumed that an AA is also possessed.

- C. The following increments shall be added to the Education Incentive Program. It is agreed that the following amounts shall be paid if the individual has completed the necessary course work.

- ◇ EMT-----3% of base salary per month
- ◇ Certified Fire Officer-----\$50.00 per month
- ◇ Certified Chief Officer-----\$50.00 per month
- ◇ Certified Fire Investigator- Level 2-----\$12.50 per month
- ◇ Certified Fire Instructor Level 3 and Mgmt 2.E-----\$25.00 per month
- ◇ Certified Fire Prevention Officer Level 3 and Mgmt 2.E-----\$25.00 per month
- ◇ Certified Public Education Officer Level 2 ----- \$12.50 per month
- ◇ Certified Fire Chief-----\$25.00 per month

The maximum amount to be paid under this program is \$175.00 per month. EMT pay is excluded from the \$175.00 per month cap.

- 3.3 In addition to the amounts specified in Section 3.2, an additional \$25.00 per month shall be paid if the employee possess a Hazardous Materials Specialist/Technician certificate.
- 3.4 Persons possessing the aforementioned requirements shall not receive the incentive pay until such time as evidence of completion is produced. If they do possess the requirements on that date, but do not have evidence of completion, pay shall be made retroactively.

#### **ARTICLE IV – FLEXIBLE SPENDING ACCOUNT**

- 4.1 The City shall include members of the LPF in the City's flexible spending account program, which allows employees to pay for unreimbursed medical costs, insurance premiums, and dependent care costs to be paid with pretax dollars.

#### **ARTICLE V - JURY DUTY**

- 5.1 All full-time regular employees are granted jury duty leave with pay. Any employee who is summoned to attend any court during the time regularly required for his employment for the purpose of jury service shall be entitled, while so engaged and actually serving, to his regular compensation in addition to any jury duty compensation.
- 5.2 No employee shall be granted jury duty leave with pay in which such employee will be testifying in behalf of oneself or as a witness in a court of law.
- 5.3 An employee serving on jury duty, who is not required to be in attendance at such jury duty for more than one half of the employee's normal working day is expected to return to his regular work assignment for the balance of the day. An employee seated on a jury shall not be scheduled for regular work during the twelve hours preceding the scheduled time for jury duty.
- 5.4 If an employee covered by this Agreement is required by subpoena to appear in court or to give a deposition as a result of an action taken within the scope of employment with the City, that employee shall receive his full pay while so doing, with no loss of time if he/she is on regular duty. If the employee is not on duty, the City agrees to compensate that employee at one and one-half times his/her regular rate of pay, for the time spent in any appearance as required by this Article. The employee shall demand a witness fee and shall reimburse same to the City. As a



prerequisite for payment to off-duty employees, the Fire Chief or his designee must be notified in writing of the off-duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance. The employee shall demand a witness fee and shall reimburse the same to the City.

- 5.5 Voluntary Grand Jury service such as that service in San Joaquin County, is not covered by Jury Duty leave.

## **ARTICLE VI – MERIT INCREASES**

- 6.1 Merit increases shall not exceed the next step of the salary range for the position's classification.

## **ARTICLE VII - OVERTIME**

- 7.1 All hours worked in addition to the regularly scheduled shifts shall be paid at the rate of one and one-half times the then regular rate of the employee. Overtime work shall be required of any employee to meet special or unusual needs of service beneficial to the City and community. All overtime work requires the prior approval of a supervisor. No employee on disciplinary or medical leave shall be eligible to work overtime.
- 7.2 Employees working overtime shall be paid in increments of 15 minutes. Time within any 15 minute increment shall be rounded off, with 0-7 minutes adjusting back to the preceding increment and 8-15 minutes adjusting forward to the next increment. Therefore, overtime shall be compensated in increments of 15 minutes at a rate of time and one-half.
- 7.3 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour worked.
- 7.4 No more than one hundred forty-four (144) hours of compensatory time shall be carried on the books at any time.
- 7.5 Bargaining unit members shall be allowed to cash out 144 hours of earned compensatory time off twice per year, in April and October.
- 7.6 Upon separation, the employee shall be paid at the employee's current hourly rate or the average of the last three years whichever is higher, for the remaining compensatory balance.
- 7.7 Early call in or shift holdovers shall be compensated at the time and one-half rate.

- 7.8 Employees called to work outside their regular hours shall be paid at the rate of time and one-half the hourly rate for hours actually worked with a minimum guarantee of three (3) hours for each call.
- 7.9 If an employee requests time off that would result in the need for overtime, the employee must take a minimum of three (3) hours off unless the time off is for emergency reasons or has prior approval of the Fire Chief or his/her designee. Except for the first or last two or less hours of the shift, shift holdover or early relief would apply in these situations.
- 7.10 If a represented employee is called upon to perform the duties of a position exempt from the Fair Labor Standards Act, all provisions of this Article shall prevail.

### **ARTICLE VIII - SALARY**

- 8.1 Effective October 1, 2003, represented employees shall receive an equity salary adjustment of 3.5% simultaneous with a general salary increase of 2.5% as shown in Schedule A.
- 8.2 Effective the pay period in which July 1, 2004 falls, represented employees shall receive a cost of living increase based on the April, 2004 Consumer Price Index (San Francisco/San Jose, Urban Wage Earner). The cost of living increase shall equal the CPI, but in no event will it be great than 4% or less than 2%.
- 8.3 Effective the pay period in which July 1, 2005 falls, represented employees shall receive a cost of living increase based on the April, 2005 Consumer Price Index (San Francisco/San Jose, Urban Wage Earner). The cost of living increase shall equal the CPI, but in no event will it be great than 4% or less than 2%.
- 8.4 The fifteen cities to be surveyed are as follows:

Chico	Clovis	Davis
Fairfield	Merced	Manteca
Modesto	Redding	Roseville
Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland

### **ARTICLE IX - TUITION REIMBURSEMENT**

- 9.1 In addition to the City policy, individuals enrolling in courses offered by recognized professional organizations which are not accredited through a college or

university shall be eligible for up to a maximum of \$300.00 per fiscal year. The total monetary benefit shall not exceed the amount listed in the City Policy Manual.

#### **ARTICLE X – DEFERRED COMPENSATION**

- 10.1 Effective January 1, 2004, the City shall match contributions by bargaining unit members to a deferred compensation program up to a maximum of 3% of the members salary.

#### **ARTICLE XI - UNIFORM ALLOWANCE**

- 11.1 The City shall, on a one-time basis, provide each present and future employee with three department approved uniform shirts and three pair of department approved uniform pants of a flame retardant fabric. After this initial issue the maintenance and replacement of the uniform is the employee's responsibility.
- 11.2 The uniform allowance shall be \$800 per year, paid quarterly, as part of the last bi-weekly paycheck in the months of March, June, September, and December.

#### **ARTICLE XII - WORKERS' COMPENSATION**

- 12.1 In the event that a member of the LPF is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his duties, he shall become entitled, regardless of his period of service with the City, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payments, if any, which would be payable under this chapter, for the period of such disability but not exceeding one year, or until such earlier date as he is retired on permanent disability pension. (State of California Labor Code, Article 7, Section 4850.)
- 12.2 The City agrees to implement Article 4850.3 of the Labor Code which provides for advance disability payments prior to receipt of disability retirement allowance to the member.

#### **ARTICLE XIII- BILINGUAL PAY**

- 13.1 The City shall make bilingual pay of \$150.00 per month available to all current bargaining unit positions for speaking Spanish and/ or Punjabi, subject to the

eligible employee passing a proficiency exam administered and approved by the City.

#### **ARTICLE XIV- PERFORMANCE INCENTIVE BONUS**

##### **14.1 Definition:**

A Performance Incentive Bonus (PIB) is a monetary reward for meritorious performance above and beyond what is expected and required of all employees who satisfactorily meet the standards of their job.

The bonus shall be \$1,500.00 for those employees who have completed the service requirements of ten (10) years, and \$3,000.00 for those employees who have completed the service requirements of twenty (20) years.

Said bonus is not a part of base salary. Receipt of bonus for one (1) year does not affect the following year. Employees must submit a new application for each year they wish to be considered for the PIB.

It is understood that the bonus is discretionary, and is based upon meritorious performance as described in the PIB evaluation criteria.

Employees who are granted a PIB by the evaluation committee shall be issued a separate check for the appropriate amount in November of each year of this contract.

##### **14.2 Eligibility:**

To be eligible to apply for the bonus, employees must meet the following minimum qualifications:

1. Employees must have completed at least ten (10) full years of service in this bargaining unit with the City of Lodi by the beginning of the preceding time period being evaluated (i.e. to be eligible for consideration in November of 2004, an employee shall have had to complete ten (10) full years of service by June 30, 2004).
2. Employees must have, at a minimum, a rating of satisfactory in all categories listed on the performance evaluation.
3. Special duty assignments shall include but are not limited to: Associate member of team (maintaining team qualifications and training hours); Actively participating in team deployments; Participation in Wildland fire deployment; Performing fire investigations; Public education activities; ROP program instruction; Active committee participation; SOP design and

implementation; Training class instruction; Participation with civic/community organizations.

4. Employees must not have received discipline issued beyond an oral reprimand.
5. Employees must not have received a positive drug test.
6. Employees must have worked eight months during the qualifying period.

Employees must have met the minimum qualifications by the beginning of the preceding time period being evaluated.

#### 14.3 Evaluation of Application (Process):

The PIB process shall consist of a committee evaluation, conducted on an annual basis and shall be based upon the preceding year's evaluation (July – June), and the events, activities, and actions during this same period of time.

An evaluation committee shall be appointed to review and evaluate the applications. The evaluation committee will be composed of two (2) representatives from the LPF, two (2) representatives from Fire Department management, and one (1) representative from the Human Resources Department.

Applications for PIB must be made in writing on the designated application form within the time period allotted by the evaluation committee.

Applicants shall be evaluated only upon written documentation including but not limited to what is provided in applicants' application, their performance evaluation and any actions and events during the rating period including but not limited to the following: attendance, disciplinary actions, service awards, commendations, etc.

The criteria used by the evaluation committee shall be determined and developed in advance of implementation by Human Resources and the Fire Chief and subject to discussion with a representative from LPF.

The decision of the committee shall be provided to each applicant in writing. The vote of the committee shall be in confidence. Members of the committee are obligated to maintain confidentiality in respect to all committee processes including voting. No committee member shall disclose to any person outside the committee any discussion of the committee or information on voting or specific votes of committee members.

The decision of the evaluation committee to grant or deny a PIB is final and binding, shall not be appealed, and is not subject to any grievance procedure. Any

perceived technical errors regarding minimum qualifications for the bonus may be resubmitted for further review by the committee.

## **Chapter 2. Leaves**

### **ARTICLE XV- CATASTROPHE BANK**

- 15.1 LPF members shall be covered by and subject to the Citywide Catastrophic Leave Policy set forth in the City's current Administrative Policy Manual.

### **ARTICLE XVI- HOLIDAYS**

- 16.1 Shift Employees in the LPF shall earn 156 hours of holiday leave per year. In January of each year, every shift employee's holiday account shall be credited with 156 hours. Employees hired mid-year or terminating mid-year shall have holiday hours credited or deducted at the rate of 6.0 hours per pay period.
- 16.2 A shift employee may opt to schedule holidays or to be compensated at the straight time rate for all hours of holiday leave. During the course of the year, an employee who opted to use his holidays may at his request and at the sole discretion of the Fire Chief, schedule a day off in lieu of cash payment. Each year, the pay period in which December 1 falls, employees shall be paid for the unused holidays at the straight-time rate as of December 31 of the year in which the holidays were earned.
- 16.3 Non-shift employees shall observe 9 1/2 fixed holidays per year:

◇ New Year's Day	January 1
◇ Martin Luther King Day	3 <sup>rd</sup> Monday in January
◇ President's Day	3 <sup>rd</sup> Monday in February
◇ Memorial Day	4 <sup>th</sup> Monday in May
◇ Independence Day	July 4
◇ Labor Day	1 <sup>st</sup> Monday in September
◇ Thanksgiving Day	4 <sup>th</sup> Thursday in November
◇ Day after Thanksgiving Day	Friday following Thanksgiving Day
◇ Christmas Eve (four hours)	December 24
◇ Christmas Day	December 25

The employee shall also be granted four additional holidays to be taken at a time mutually agreeable to the employee and the Fire Chief.

If a scheduled holiday falls on a regularly scheduled day off the employee shall take the days off the day preceeding or day succeeding the holiday. Floating holidays shall be prorated upon hiring and termination at the rate of one holiday for each three-month period worked.

- 16.4 Nothing in this MOU is construed to change the manner in which holidays or vacations are scheduled.
- 16.5 It is mutually agreed that two represented employees per shift shall be allowed to schedule vacations or holiday time. Leave for sickness, injury, or leave for school shall not effect this time off.

## **ARTICLE XVII - LEAVES OF ABSENCE**

### **17.1 Leaves Of Absence**

The City and LPF mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Leave of Absence policy in the City of Lodi Administrative Policy Manual.

- 17.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.
- 17.3 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status shall not receive employer paid employment benefits. However, if the leave is for medical reasons the medical insurance ~~will~~ **shall** be carried for three months at the City's expense. Other health benefits may be continued at the employee's expense.
- 17.4 Firefighters are entitled to leave without pay or other benefits for up to four months from the date of disability for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician.
- 17.5 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position, or to a position comparable to that held at the time the

leave commenced. A physician's release must be provided prior to an employee's return to work.

- 17.6 An employee seeking pregnancy/disability leave shall be required to provide a reasonable notice in writing (not less than four weeks) to the City of the anticipated date upon which leave shall commence, although the commencement date shall vary according to the employee's actual disability. She must also provide an estimate of the duration of the leave.

### **ARTICLE XVIII - SICK LEAVE**

- 18.1 Shift employees shall accumulate sick leave with pay at the rate of 5.54 hours per pay period. Employees working a 40-hour week shall earn 3.69 hours per pay period.
- 18.2 Sick leave accumulated shall be unlimited.
- 18.3 One working day is defined as 12 work hours (1 duty day) for all LPF personnel working on a shift schedule.
- 18.4 Absence to care for a member of an employee's immediate family is authorization to use up to 72 hours of accumulated sick leave. Generally no more than 120 hours of family sick leave shall be approved in one calendar year.

### **ARTICLE XIX - VACATION**

- 19.1 From 0 through 5 years of continuous employment, vacation accrues at the rate of 5.54 hours per pay period.
- 19.2 From 6 through 15 years of continuous employment, vacation accrues at the rate of 8.31 hours per pay period.
- 19.3 At the completion of 15 years of continuous employment, vacation accrues at the rate of 11.08 hours per pay period.
- 19.4 At the completion of 25 years of continuous employment, vacation accrues at the rate of 13.85 hours per pay period.
- 19.5 One (1) working day is defined as twelve (12) work hours (1 duty day) for all Fire Department personnel working on a shift schedule.



## **Chapter 3. Insurance and Retirement**

### **ARTICLE XX – CHIROPRACTIC INSURANCE**

20.1 Chiropractic coverage, up to a maximum of \$750, shall be included in the medical insurance plan.

20.2 Notwithstanding the addition of chiropractic coverage to the medical plan, the following individuals shall continue to be allowed to receive chiropractic services from their present chiropractors and be reimbursed for such chiropractic care and chronic physical therapy to a maximum benefit of 80% of the first \$750 of coverage charges per fiscal year (July 1 to July 1) per person.

COVERED INDIVIDUALS  
Newman, Richard and Jackie

PRESENT CHIROPRACTORS  
Dr. Bader, Lodi

20.3 The City shall pay the full costs of premiums for the employee and dependent(s) during the life of this agreement.

### **ARTICLE XXI - DENTAL INSURANCE**

21.1 The City shall provide Stanislaus Foundation dental plan or an equivalent level of benefits for the term of this agreement.

21.2 The City shall pay the increased cost of such premiums for the life of the agreement.

### **ARTICLE XXII - MEDICAL INSURANCE**

22.1 All employees shall be offered medical insurance for themselves and dependents through CalPERS medical plans. The City shall pay 100% of the premium for employees only up to the highest HMO available in Lodi. The City shall pay the balance for the highest cost HMO Plan available in Lodi for the employee with one dependent less \$80.00 per month, and employee with a family less \$104.00 per month.

22.2 Any employee who is otherwise covered by a medical plan and chooses not to utilize the full extent of medical coverage available to him or her and, as

applicable, to his or her dependent(s) may opt to receive fifty (50) percent of the highest HMO plan referenced in 22.1 provided however, that (a) such election shall only be available to the extent allowed by the City's insurer, and (b) this shall not be construed to allow individuals without dependents to receive any portion of the dependent premium.

### **ARTICLE XXIII - RETIREMENT PLAN**

- 23.1 The City shall provide the PERS retirement program commonly known as the "3% at 50 program". Said program shall include the following additional benefits:

1959 Survivor benefits - third tier  
Single Highest Year  
Sick Leave Conversion  
Military Service Credit

- 23.2 The City shall pay into each employee's PERS account 9.0%.

### **ARTICLE XXIV - SICK LEAVE CONVERSION**

- 24.1 For all unused sick leave, a represented employee with ten years of employment with the City shall be eligible to receive medical, dental and vision insurance coverage upon retirement (but not upon resignation, transfer or termination) on the following basis:

After 10 years of employment by the City, the number of hours of unused sick leave shall be reduced by 16 2/3%. The remaining balance shall be converted into an equivalent number of days. (**NOTE:** A day is equivalent to 12 hours for employees on a 56-hour week schedule and 8 hours for an employee on a 40-hour week schedule). The number of days shall be multiplied by the then current monthly premium being paid for the employee and if applicable his dependents. 50% of that dollar value shall be placed into a "bank" to be used for medical, dental and vision insurance premiums for the employee and dependent. For each year that an employee has been employed in excess of 10 years, 2 1/2% shall be added to the 50% before valuing the unused sick leave, not to exceed 100% of that dollar value.

For example:

Robert Smith retires with 20 years service and 1800 hours of unused sick leave. Monthly medical insurance premiums are \$344.45 for him and his wife.

$$\begin{aligned} 1800 - (1800 \times 16 \frac{2}{3}) &= 1500 \text{ hours} \\ 1500 \div 12 &= 125 \text{ days} \times 75\% = 93.75 \\ 93.75 \times \$344.45 &= \$ 32,292.19 \end{aligned}$$

This amount shall be reduced each month by the current premium(s) for the employee and dependent until the balance is gone. In the event the retiree dies the remaining bank shall be reduced by 50% and the survivor may use the bank until the balance is gone.

- 24.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving dependents shall have an interest in one-half the value of the bank as calculated in Section 24.1.
- 24.3 Represented employees who retire on a service retirement and are eligible to convert accrued, unused sick leave into City paid insurance upon retirement shall be given the option of purchasing, at the retiree's cost, additional insurance for a period of time equal to the period of time for which they received City paid insurance upon retirement.

Employee's option shall be exercised upon expiration of the City paid coverage.

- 24.4 In accordance with the sick leave conversion provision outlined in this MOU, a surviving spouse of either an active or retired member may be continued on the medical insurance plan and/or dependent coverage at the appropriate premium for the same period as if the employee had not died.
- 24.5 An employee eligible for the sick leave conversion program defined in Section 24.1 may choose instead to receive a cash settlement for all or part of unused sick leave at the rate of \$.30 on the dollar. Under this provision, the employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current pay rate.
- 24.6 Out of area retirees may receive reimbursement for insurance premiums up to the City's liability as specified in Section 24.1.
- 24.7 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after December 6, 1995. Reporting of unused sick leave shall be pursuant to PERS regulations on said issue. If an eligible employee opts to utilize the provisions of Section 24.1 the City shall report to PERS they have zero (0) hours of unused sick leave.

**ARTICLE XXV- VISION CARE**

- 25.1 The City shall provide and pay for a vision care plan underwritten by VSP or comparable vision care plan. Such comparable vision care plan shall be the same as the plan offered to mid and executive management employees in the City. The plan shall have a \$25 deductible, will provide annual examinations and lenses. Frames are available every two years.

**Chapter 4. Safety****ARTICLE XXVI - SAFETY COMMITTEE**

- 26.1 A six-member Joint Safety Committee shall be formed to include three members of the LPF. This committee shall be charged with reviewing and making proposed solutions to items relating to safety standards, equipment, procedures, clothing and other safety related matters.

**Chapter 5. Work Hours, Schedules, Meals****ARTICLE XXVII- 56-HOUR WORK WEEK**

- 27.1 The work schedule of Firefighters shall be a work schedule of "56 hours per week" with three on-duty shifts in nine 24-hour periods. For purposes of the FLSA, it is mutually understood the City has declared a 27 day work cycle.
- 27.2 If an employee assigned to a 56 hour work week schedule terminates his/her employment in the middle of a two week payroll cycle, the employee's pay for that

cycle shall be computed by multiplying the number of days between the first day of the payroll cycle and the last shift worked by eight (8) hours or the number of actually worked in that payroll cycle, whichever is greater.

27.3 It is agreed that the work schedule of the Fire Inspector is a 40-hour week and that all holiday, vacation, and sick leave benefits are based on a 40-hour week rather than a 56-hour week.

27.4 In order to convert the hours for employees that move from a 40 hour work week to a 56 hour work week the following formulas shall be applied:

For conversion of Vacation:

From 40 to 56 hours.....Multiply by 1.8

From 56 to 40 hours.....Multiply by .555556

For conversion of Holiday and Sick Leave and Comp Time:

From 40 to 56 hours.....Multiply by 1.5

From 56 to 40 hours.....Multiply by .666667

#### **ARTICLE - XXVIII - FLEXIBLE STAFFING**

28.1 For all employees hired prior to December 6, 1995: Upon successful completion of all education, performance and longevity requirements, the employee shall be promoted to Fire Engineer. EXCEPTION: If a current Fire Engineer promotional list is in place, employees hired prior to December 6, 1995 shall be placed at the bottom of the current Fire Engineer promotional list and promote at the expiration of the current Fire Engineer Promotional list. This article will expire one year from the date this MOU is adopted by the City Council.

#### **ARTICLE XXIX - SHIFT TRADES**

29.1 It is mutually agreed that each employee may trade shifts.

Employees on initial probation shall not be entitled to participate in a shift trade except that a shift trade shall be permitted for job related educational purposes.

29.2 It is expressly understood that shift trades are requested by employees on a voluntary basis and are granted exclusively for employee convenience.

29.3 A shift trade commitment shall be considered the equivalent of the employee's regularly assigned work day. Any member of the bargaining unit who agrees to a

shift trade, but fails to report to work the agreed shift without a valid excuse may be subject to disciplinary action. An employee who agrees to exchange time with another employee and who then fails to report to work the agreed time because of illness, or who reports, but leaves early due to illness, may be required to provide a doctors note to verify the illness.

- 29.4 In the event that the person who had agreed to work is unable to do so, he/she shall make the necessary arrangements to fulfill the obligation. This can be accomplished by: trading with another employee meeting the shift trade requirements; forfeiting sick, holiday, compensatory time, or vacation time, whichever is appropriate based on department policy; or injury leave if appropriate.

## **Chapter 6. Association/City Issues**

### **ARTICLE XXX - ALCOHOL, SMOKING AND DRUGS**

- 30.1 No member of the Fire Department hired after October 1, 1987 may at any time use any form of tobacco. This prohibition is considered a condition of employment.
- 30.2 The LPF shall be covered under the *Drug-Free Workplace* policy and procedure. In addition, the LPF shall be covered under the *Drug and Alcohol Testing* policy and procedure with the exception of random testing. (Section 34520(e) of the California Vehicle Code exempts fire employees from the provisions of the Omnibus Transportation Employee Testing Act of 1991.)
- 30.3 In the event an employee is involved in an accident while operating a City vehicle the employee is not to leave the scene of the accident until a determination for drug and/or alcohol testing has been made by the appropriate supervisor.
- 30.4 In the event an employee is being referred to drug and/or alcohol testing, the employee has the right to representation or have a witness. Such witness may include an on-duty employee, as long as there is no interference with business necessity.
- 30.5 Supervisors directing an employee to drug and/or alcohol testing shall document at the time of direction the reason(s) for such determination of the *Reasonable Suspicion Test* form, and present that form to the employee.
- 30.6 The reporting of prescription medication being taken by an employee to his/her supervisor shall be kept in confidence.

- 30.7 In the event an employee's locker or storage area is to be searched, the employee has the right to representation or have a witness. Such witness may include an on-duty employee, as long as there is no interference with business necessity.
- 30.8 If a member of the Fire Department has a drug, tobacco or alcohol problem or dependence, the City shall pay the difference between the employee's insurance and the cost of an appropriate rehabilitation program.

### **ARTICLE XXXI - CITY RIGHTS**

- 31.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include, but are not limited to, the exclusive rights:
- ◇ to determine the mission of its constituent departments, commissions and boards;
  - ◇ to set standards of service;
  - ◇ to determine the procedures and standards of selection for employment;
  - ◇ to direct its employees;
  - ◇ to maintain the efficiency of governmental operations;
  - ◇ to determine the methods, means and personnel by which government operations are to be conducted;
  - ◇ to take all necessary actions to carry out its mission in emergencies; and
  - ◇ to exercise complete control and discretion and the technology of performing its work.
- 31.2 City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this paragraph does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

**Article XXXII - Complete Agreement**

- 32.1 The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the MOU. Any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

**ARTICLE XXXIII - CONCERTED ACTIVITIES**

- 33.1 Represented employees agree that they shall not strike, withhold services, engage in "slow downs" or "sick ins" or participate in any other form of concerted activity which is intended to or which does adversely affect job performance or rendering of City services.

**ARTICLE XXXIV - EMPLOYEE REPRESENTATION**

- 34.1 This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between representatives of the City of Lodi (hereinafter referred to as "City") and representatives of the Lodi Professional Firefighters (hereinafter referred to as "LPF").

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU.

The terms and conditions of this MOU are applicable to those employees in those positions represented by the LPF of the City of Lodi, i.e., Firefighter I, Firefighter II, Fire Engineer, Fire Captain, and Fire Inspector. It is mutually agreed that wages, hours, and other terms and conditions of employment of such employees shall be as hereinafter set forth. Except as specifically stated in this Memorandum, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU shall continue in effect during the term of this MOU. The parties agree as follows:



- 34.2 The City and the LPF mutually agree that the City shall grant dues deduction to City employees who are members of the LPF in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution." The LPF shall indemnify, defend and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the LPF shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

Changes in the LPF membership dues rate shall be certified to the City, in writing, over the signature of the LPF President. The change shall be implemented as soon as practicable, but in no event later than thirty (30) days after the notification.

- 34.3 LPF shall maintain exclusive representation rights during the term of this MOU. Every employee covered by this MOU who is a member of LPF twenty (20) days after the signing of this MOU shall, as a condition of employment, maintain his or her membership in good standing in accordance with the Constitution and Bylaws of the LPF during the term of this agreement.
- 34.4 No employee covered by this Memorandum of Understanding shall be discriminated against by the City or by the Union with respect to any job benefits or other conditions of employment accruing from this agreement because of union membership, non-membership in the union, race, color, sex, creed, national origin, marital status, disability or political affiliation. It is understood that violations of this section are not subject to arbitration.
- 34.5 The City shall make available a period of one hour to the LPF in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other association benefits, and the responsibilities of the employee and the association.
- 34.6 The City and LPF agree and understand that if any section of this MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity shall be resolved in favor of the MOU language. If the MOU is silent on an issue, the current applicable document (i.e. policy manual) is controlling.
- 34.7 Members of the Lodi Professional Firefighters may contribute, individually, to an hourly account bank. This bank shall be monitored and administered by the Lodi Professional Firefighters Secretary. Hours may not exceed more than 600 hours on a yearly basis. The President of the Lodi Professional Firefighters shall designate members that can use the hours. No more than two persons shall be off at a time

and this shall not effect the regular time off calendar. Five days notice must be given to the Fire Chief prior to using the bank. Hours may be donated from member's vacation leave, holiday leave or compensatory time off. The member's leave account shall be charged an equivalent amount of time required to cover the absence of the member utilizing the LPF bank. A form shall be generated for this purpose by the Lodi Professional Firefighters to notify the Fire Chief and Finance.

## **ARTICLE XXXV - GRIEVANCE PROCEDURE**

- 35.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, and formal interpretations and clarifications executed by the LPF and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

The term "day" means a working day i.e. Monday through Friday excluding fixed City Hall holidays.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the LPF involving the interpretation, application, or enforcement of the express terms of this Agreement and other express written terms and conditions of employment or clear past practices.

As used in this procedure, the term "party" means an employee, the LPF, the City or the authorized representatives of any party. The employee is entitled to representation through all the steps in this procedure.

Matters of discipline are to be handled exclusively in accordance with the provisions of section 35.4.

### **35.2 INFORMAL PROCEDURE**

The informal procedure must be used as an initial step in all grievances. An employee or their representative having a grievance arising from employment in the municipal service shall seek adjustment of the grievance initially through verbal contact with their immediate supervisor within twenty (20) working days of the date of the action being grieved, or the date the grieving party became aware of the incident which is the basis of the grievance. The employee or his/her representative shall state the nature of the grievance and any pertinent information required for the supervisor to sufficiently investigate the incident and resolve the grievance. Should the immediate supervisor be unable to make a satisfactory adjustment, the

employee or their representative may seek adjustment through verbal contact to the next higher level of supervision up to and including the Fire Chief. The time allowed between steps in this process is ten (10) working days. All verbal contacts shall be documented as to the date, time and place of the contact.

In matters involving disputes between two employees (including personality conflicts between an employee and his/her supervisor), the two employees should meet in an attempt to resolve their differences. If they cannot resolve the issues between themselves, the complaint procedure outlined in the Lodi Fire Department Policy Manual shall be used as the Informal Grievance Procedure.

Should the employee progress through the above steps and find that the Fire Chief is unable to make a satisfactory adjustment within the time frame given, or is a party to the grievance, the employee or his representative may seek adjustment through the Formal Grievance Procedure.

### 35.3 FORMAL PROCEDURE

An employee who has not received satisfactory adjustment through the use of the Informal Grievance Procedure may, within ten (10) working days of the last time deadline of the Informal Procedure, file a Formal Grievance. Initiation of the formal grievance procedure requires that the grievance be submitted in writing. The steps of the Formal Grievance Procedure are as follows:

- Step A. Class Action Grievances or a Lodi Fire Department Grievance Form is filed with the Fire Chief. If satisfactory adjustment is not attained the employee or his/her representative may proceed to Step B within ten (10) working days.
- Step B. Class Action Grievances or A Lodi Fire Department Grievance Form is filed with the City Manager. The City Manager or designee shall investigate the grievance and shall respond in writing within ten (10) working days. If satisfactory adjustment is not attained the employee or his representative may proceed to Step C within ten (10) working days.
- Step C. If the grievance is not resolved by the City Manager or designee, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified by the grievant or his/her representative within fifteen (15) working days following the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and the LPF shall alternately strike names until one (1) name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

1. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
2. Both parties and the arbitrator may tape record the hearing.
3. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
4. The parties may agree to prepare a joint letter submitting the issue(s) in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
5. The strict rules of evidence are not applicable but shall be of a type or kind relied upon by prudent people in the conduct of serious business and the hearing shall be informal.
6. The parties have the right to present and cross examine witnesses issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
7. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.

8. The arbitrator may exclude witnesses from the hearing at his or her discretion.
9. The arbitration hearing shall be held on the employer's premises.
10. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing, unless otherwise agreed to by the parties. The decision shall be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

The arbitrator's decision shall be final, binding, and precedential and the arbitrator's decision shall possess the authority to make an employee whole to the extent such remedy is not limited by law, including the authority to award back pay, reinstatement, and to issue an order to expunge the record of all references to a disciplinary action if appropriate.

If the City believes that the matter is not arbitrable and/or not grievable, the matter shall be bifurcated. The parties shall select an arbitrator to hear the issue of arbitrability only. In the event that the arbitrator determines the matter to be arbitrable, the parties shall select a second arbitrator to hear the merits of the case.

By filing a grievance and processing it beyond the City Manager the grievant expressly waives any right to statutory remedies for the same contract remedies that were available through arbitration or to the exercise of any legal process other than is provided by the

grievance/arbitration procedure for those contractual remedies under this contract. The process in a grievance beyond the City Manager shall constitute an express election on the part of the grievant that the arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant shall not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of these paragraphs to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

Allegedly discriminatory acts by the city may be addressed through the judicial system, DFEH, EEOC, and/or the City's internal complaint procedure system as provided by law. Allegedly discriminatory acts are not subject to this procedure.

#### 35.4 GRIEVANCE INVOLVING A DISCIPLINARY ACTION

This section sets forth the exclusive means for grieving disciplinary actions in the form of a written reprimand, demotion, suspension or dismissal. In the event the employee wishes to challenge the City Manager's final decision on such discipline, the employee shall appeal the decision to binding arbitration, commencing with Step C of Article 35.3 of this Agreement. All other, lesser forms of discipline shall be reviewable by the Fire Chief without a further right of appeal.

35.5 A grievance resulting from a formal reprimand shall be reviewable by the Fire Chief without further review right. Any suspension resulting from an ongoing, progressive disciplinary process involving a formal reprimand, shall cause the formal reprimand to be reviewable at the same level as the suspension.

35.6 Suspensions of two (2) days (1 – 24 hour shift) or less (or monetary equivalent) shall be reviewed by the City Manager or his/her designee, with formal hearing at the option of either party with witnesses under oath.

35.7 Discipline exceeding a suspension of two (2) days (1 – 24 hour shift) or more (or monetary equivalent) may be subject to final and binding arbitration. The provisions of Article XXXV, section 32.3, Step C relative to final and binding arbitration shall apply.

### **ARTICLE XXXVI - LAYOFF PROCEDURE**

- 36.1 It is mutually agreed by both parties that the layoff procedure, incorporated in the Policy and Procedure manual, dated May 1, 1995 is included in this MOU by reference and it is further agreed that both parties interpret it to mean that time served in a higher level shall be counted at a lower level for purposes of determining order of layoff.

### **ARTICLE XXXVII - PHYSICAL FITNESS**

- 37.1 It is agreed that the physical fitness program shall be continued and shall meet the following goals:

1. Provide a complete physical examination on an annual basis. These examinations to be performed by professional medical staff contracted for by the City.
2. Provide a fitness assessment which will evaluate each individual employee's fitness as compared to the YMCA normative scores which are defined as:

*"a percentage based on fitness evaluations performed by the YMCA and are categorized according to age group and sex."*

The fitness assessments shall be performed by professional assessors contracted for by the City.

3. Provide an individual program of exercise based on age, sex and present physical condition.
4. Provide attainable goals for each individual which would be measurable through the fitness assessment provided.
5. Provide for in-house exercise activities.
6. Provide an exercise program which shall improve cardiovascular conditioning, body fat composition, flexibility, grip strength, abdominal strength, low back strength, chest (arm) strength, back strength, quadriceps and hamstring strength.

It is further agreed that:

1. The program shall be mandatory for all employees in the bargaining unit.
2. The program shall be scheduled as a high priority item and work out times shall normally be available between 0800 and 1700 hours excluding lunch

period and breaks. The City shall provide adequate equipment to carry out the intent of the program.

3. The equipment used for this program is not to be used by anyone other than City of Lodi Fire personnel.
4. Confidentiality of records shall be maintained for the protection of the employees.

#### **ARTICLE XXXVIII - PROBATION**

- 38.1 During probationary period, twelve (12) months, the new hire or promotional employee shall be entitled to sick leave benefits. Upon completion of probation, employees are eligible for merit increases.
- 38.2 Employees on initial probation may not utilize vacation accruals.
- 38.3 Except as required by State or Federal law, probationary releases are not appealable.

#### **ARTICLE XXXIX - SEVERABILITY**

- 39.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

#### **ARTICLE XXXX - TERM**

- 40.1 This MOU covers the period from July 1, 2003 through June 30, 2006.

**END**

**XXXXXX**



## ATTACHMENT 1

**SIDE LETTER RE RULES FOR PERSONNEL ADMINISTRATION  
BETWEEN  
THE CITY OF LODI AND THE LODI PROFESSIONAL FIREFIGHTERS**

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The Rules for Personnel Administration shall be applicable to the firefighters bargaining unit, with the exception of the attached changes (2 pages), which comprise amendments to those rules in respect to the fire fighters bargaining unit.

Except as required by operational/or business necessity impacting City employees as a whole, there shall be no changes to the Rules for Personnel Administration during the term of this agreement. This does not prevent the parties from mutually agreeing to meet and confer over proposed changes to the Rules during the term of this Agreement.

Dated: \_\_\_\_\_

Dated:\_\_\_\_\_

\_\_\_\_\_  
Joanne M. Narloch  
City of Lodi

\_\_\_\_\_  
Pete Iturraran  
Lodi Professional Firefighters

**SCHEDULE A**

**LPF Positions**  
**Salary Schedule effective 10/1/2003**

<b>Classification</b>	<b>Current Step E</b>	<b>2.5% COLA</b>	<b>Plus 3.5% Salary Adjustment</b>				
			<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Fire Captain	5,442.28	5,578.34	4,749.94	4,987.43	5,236.81	5,498.65	5,773.58
Fire Engineer	4,701.25	4,818.78	4,103.18	4,308.34	4,523.75	4,749.94	4,987.44
Firefighter I	3,867.72	3,964.41	3,375.69	3,544.47	3,721.69	3,907.78	4,103.17
Firefighter II	4,264.13	4,370.73	3,721.67	3,907.75	4,103.14	4,308.29	4,523.71
Fire Inspector I	4,936.29	5,059.70	4,308.32	4,523.73	4,749.92	4,987.42	5,236.79



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution approving Memorandum of Understanding between City of Lodi and Association of Lodi City Employees (General Services)

**MEETING DATE:** Wednesday, April 21, 2004

**PREPARED BY:** Human Resources Director

---

**RECOMMENDED ACTION:** That the City Council approve the Memorandum of Understanding between City of Lodi and Association of Lodi City Employees (General Services).

**BACKGROUND INFORMATION:** The City has recently completed negotiations with the General Services bargaining unit. In November, 2003, the City Council accepted the tentative agreement with General Services. The agreement was subsequently ratified by the bargaining unit. A Memorandum of Understanding has been prepared and is now brought back to the City Council for formal adoption.

**FUNDING:** N/A

Respectfully submitted,

\_\_\_\_\_  
Joanne M. Narloch, Human Resources Director

cc: Interim City Attorney  
Mark Zollo, President

---

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LODI AND THE ASSOCIATION  
OF LODI CITY EMPLOYEES (GENERAL SERVICES)

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approves the Memorandum of Understanding between the City of Lodi and the Association of Lodi City Employees (General Services), as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that said Memorandum of Understanding shall be effective July 1, 2003 through June 30, 2005.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

ASSOCIATION OF LODI CITY EMPLOYEES

GENERAL SERVICES UNIT

July 1, 2003 – June 30, 2005

## TABLE OF CONTENTS

		<u>Page #</u>
 <b><u>CHAPTER 1 – SALARIES AND OTHER COMPENSATION</u></b>		
Article I	Salary	4
Article II	Compensatory Time	5
Article III	Court Appearances	5
Article IV	Deferred Compensation	6
Article V	Education Incentives	6
Article VI	Flexible Spending	6
Article VII	Mileage Compensation	6
Article VIII	Overtime	7
Article IX	Temporary Upgrade	8
Article X	Tools and Uniform Allowance	8
Article XI	Tuition Reimbursement	9
Article XII	Workers' Compensation	9
 <b><u>CHAPTER 2 – LEAVES</u></b>		
Article XIII	Administrative Leave	10
Article XIV	Catastrophe Leave	10
Article XV	Funeral Leave	11
Article XVI	Holidays	11
Article XVII	Leave of Absence	12
Article XVIII	Sick Leave	13
Article XIX	Vacation Leave	13
 <b><u>CHAPTER 3 – INSURANCE AND RETIREMENT</u></b>		
Article XX	Chiropractic	14
Article XXI	Dental Insurance	14
Article XXII	Life Insurance	14
Article XXIII	Long Term Disability	15
Article XXIV	Medical Insurance	15
Article XXV	PERS	16
Article XXVI	Sick Leave Conversion	17
Article XXVII	Vision Insurance	18
 <b><u>CHAPTER 4 – SAFETY</u></b>		
Article XXVIII	Safety/Safety Boot Provisions	18
 <b><u>CHAPTER 5 – WORK HOURS, SCHEDULES, MEALS</u></b>		
Article XXIX	Hours	19
Article XXX	Meals	20

**CHAPTER 6 – ASSOCIATION / CITY ISSUES**

Article XXXI	Association Leave	21
Article XXXII	Changes in Memorandum	21
Article XXXIII	City Rights	21
Article XXXIV	Employee Representation	22
Article XXXV	Grievance Procedure	24
Article XXVI	Mutual Consent Contingency	27
Article XXXVII	No Strikes	27
Article XXXVIII	Probationary Period	28
Article XXXIX	Promotion	28
Article XL	Seniority	28
Article XLI	Shop Stewards	29
Article XLII	Status	29
Article XLIII	Term	30

Attachment A – Salary Schedule effective 12/8/03

Attachment B – Dollars to be added to salary schedule effective 7/1/04

City of Lodi  
And  
ALCE - General Services Unit  
2003-2005

---

## Chapter 1 - Salaries and Other Compensation

### **ARTICLE I – SALARY**

- 1.1 Effective December 8, 2003, employees shall receive proposed increases shown in Attachment A. Stated increases include full implementation of the salary survey, (except for employees whose differentials exceed 10% who shall receive 50% December 8, 2003 and 50% effective the pay period in which July 1, 2004 falls - see Attachment B.) 3% survey update adjustment, and a 2.5% cost of living increase.
- 1.2 Effective the pay period in which July 1, 2004 falls, employees shall receive a cost of living increase based upon the consumer price index (CPI-W), San Francisco-Oakland-San Jose. The increase shall be no less than 2% and no greater than 4% and calculated using the April 2004 average that is issued by the Department of Labor.
- 1.3 Effective the pay period in which July 1, 2005 falls, employees shall receive a cost of living increase as indicated in 8.2, using the April 2005 average index referenced in 8.2.
- 1.4 The City and ALCE agree to meet and confer on benchmarks to be used in the next survey conducted in 2006.
- 1.5 The fifteen cities to be surveyed are as follows:
- |           |         |           |           |        |         |
|-----------|---------|-----------|-----------|--------|---------|
| Chico     | Clovis  | Davis     | Fairfield | Merced | Manteca |
| Modesto   | Redding | Roseville | Stockton  | Tracy  | Turlock |
| Vacaville | Visalia | Woodland  |           |        |         |



**ARTICLE II – COMPENSATORY TIME**

- 2.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.
- 2.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 2.3 No more than eighty (80) hours of compensatory time may be carried on the books at any time.
- 2.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 2.5 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

**ARTICLE III – COURT APPEARANCES**

- 3.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 3.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 3.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 3.4 If an employee has had jury duty of six hours or more during a 16 hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six consecutive hours.
- 3.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Department Head designee must be notified in writing of the off

duty appearance within seventy two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

#### **ARTICLE IV – DEFERRED COMPENSATION**

- 4.1 The City shall match contributions by General Services employees to a deferred compensation program up to a maximum of 3.0% of the employee's salary.

#### **ARTICLE V – EDUCATION INCENTIVES**

- 5.1 Employees in sub professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:
- A) Engineer in Training
  - B) Land Surveyor in Training
  - C) Land Surveyor
- 5.2 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$75.
- 5.3 Effective December 8, 2003, Police Records Clerks approved for bilingual pay shall receive \$150.00 per month.

#### **ARTICLE VI – FLEXIBLE SPENDING ACCOUNT**

- 6.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

#### **ARTICLE VII – MILEAGE COMPENSATION**

- 7.1 Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that

allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies.

Allowance increases shall be effective the first day of the month following the determination of an increase by the IRS.

## **ARTICLE VIII – OVERTIME**

8.1 Overtime work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes time worked:

1. In excess of forty (40) hours in a work week.
2. In excess of eight (8) hours in a work day.
3. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 29.1 and 29.2.
4. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m.

Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay.

8.2 Employees who are required to report for prearranged work on their non-work days or holidays, shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

8.3 **REST PERIOD**

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

8.4 Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs, during that day, shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out

between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period.

8.5 When, at the request of the Supervisor in charge, and employee reports for prearranged overtime:

- (1) On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- (2) On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

#### **ARTICLE IX – TEMPORARY UPGRADE**

9.1 Any General Services employee who is assigned to duties and responsibilities of a higher classification for three (3) or more consecutive days will be compensated 5% above the salary which he or she is currently receiving.

#### **ARTICLE X – TOOLS AND UNIFORM ALLOWANCE**

10.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit:

Animal Control Officer	Assistant Animal Control Officer
Meter Reader	Parking Enforcement Assistant
Police Records Clerk I/II	Senior Storekeeper/Buyer
Storekeeper	

10.2 Quarterly uniform allowances shall be provided to the following General Services classifications:

- Animal Control Officer - \$150
- Assistant Animal Control Officer - \$150
- Meter Reader - \$75

- Parking Enforcement Assistant - \$150.00  
(Effective December 8, 2003)
- Police Records Clerk I/II - \$150

The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December.

- 10.3 The City and the ALCE mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.

### **ARTICLE XI – TUITION REIMBURSEMENT**

- 11.1 Tuition Reimbursement will be provided as stated in the City's Tuition Reimbursement Policy Dated July 1, 2003.
- 11.2 In the event that future changes in classification specifications require that certificates or other educational standards be implemented, the ALCE reserves the right to negotiate wage adjustments for affected classifications.

### **ARTICLE XII – WORKERS' COMPENSATION**

- 12.1 The City and ALCE mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employees upon receiving said benefits such paid by Workers' Compensation shall also receive compensation from the City in an amount that when added to the Workers' Compensation payment shall equal the employees regular salary. The amount paid by the city shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

## **Chapter 2 - Leaves**

### **ARTICLE XIII – ADMINISTRATIVE LEAVE**

- 13.1 It is understood and mutually agreed that employees historically receiving Administrative Leave benefits are exempt from the overtime provisions of this Article. The classifications affected are as follows:

Junior Planner	Junior Engineer	D.P Programmer/Analyst
Assistant Planner	Assistant Engineer	Librarian I/II
Associate Planner	Associate Civil Engineer	

### **ARTICLE XIV – CATASTROPHE LEAVE**

- 14.1 Catastrophe Leave will be available for all unit members who by reason of verifiable long term illness or injury exhausts all employee benefits. Catastrophe Leave will be funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation and/or other time accumulated by the member.
- 14.2 Employees receiving Long Term Disability are not eligible for Catastrophe Leave benefits.
- 14.3 Donations shall be converted into dollar value and shall be drawn at the requesting employees pay step. All donations must be a minimum of four (4) hours and are irrevocable.

#### **EXAMPLE:**

Jane Doe, Recreation Supervisor donated 8 hours of leave to Joe Smith, Laborer:

Jane Doe makes \$18.99/hour       $\$18.99 \times 8 \text{ hrs} = 151.92$

Joe Smith makes \$10.41/hour       $\$151.92 \div \$10.41 = 14.59 \text{ hours}$

Joe Smith will be able to utilize 14.59 hours from Jane Doe's request.

- 14.4 Catastrophe Leave will be administered in accordance with the Catastrophe Leave Policy and Procedure. (See Catastrophic Leave Policy and Procedure Dated February 5, 2003). In addition to employees, spouses and dependent children, Catastrophe Leave may also be used for parents.

- 14.5 To be eligible to receive this benefit the employee must have first exhausted all accrued time. This benefit can not be used for more that six (6) consecutive months.

### **ARTICLE XV – FUNERAL LEAVE**

- 15.1 Regular employees shall be permitted to use sick leave, vacation leave, or compensatory time off to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. Use of sick leave may not exceed three (3) working days. The immediate family shall be limited to an employee's:

spouse	parent	grandparent	grandparent-in-law
parent-in-law	child	grandchild	son-in-law
sister	stepchild	brother	daughter-in-law
half-brother	half-sister	foster parents	

- 15.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days for classifications in the General Services Unit.

### **ARTICLE XVI – HOLIDAYS**

- 16.1 Members of this Unit shall observe the following holidays:

• New Years Day	January 1
• Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
• President's Day	3 <sup>rd</sup> Monday in February
• Memorial Day	Last Monday in May
• Independence Day	July 4
• Labor Day	1 <sup>st</sup> Monday in September
• Thanksgiving Day	4 <sup>th</sup> Thursday in November
• Day after Thanksgiving Day	Friday following Thanksgiving Day
• Christmas Eve (4 hours)	December 24
• Christmas Day	December 25

In addition, each employee shall be granted an additional four (4) days of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

- 16.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.
- 16.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.
- 16.4 Holiday time may be taken in quarter hour increments.

#### **ARTICLE XVII – LEAVE OF ABSENCE**

- 17.1 The City and the ALCE mutually agree that the inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Administrative Policy and Procedure Manual, Leave of Absence Policy.
- 17.2 The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a regular employee is not impaired by such leave of absence.
- 17.3 City employees who are working are entitled to use sick leave, vacation leave, administrative leave, or long-term disability leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Long-term disability leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.
- 17.4 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position or to a position comparable to that held at the time



the leave commenced. A physician's release must be provided to the appropriate supervisor prior to an employee's return to work.

17.5 An employee seeking pregnancy/disability/family care leave shall be required to provide a request in writing (not less than four weeks) to the Supervisor of the anticipated date upon which leave shall commence and end, although the commencement date may vary according to the employee's actual disability.

17.6 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, compensatory time off, administrative leave, or long-term disability leave such that the employee is no longer in a pay status shall not receive employer paid employment benefits.

Employees place in a Leave Without Pay status due to disability will continue to receive a three-month (3) extension of:

- (1) Medical coverage following the month in which the employee is placed in such status. Other benefits include:
- (2) Dental, Vision, or Medical coverage past the three-month extension period, may be continued at the employee's expense.

#### **ARTICLE XVIII – SICK LEAVE**

18.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. (12 days per year)

18.2 Sick leave may be accumulated up to an unlimited amount.

18.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy of use of family sick leave for family members illnesses.

#### **ARTICLE XIX – VACATION LEAVE**

19.1 0 to 1 year – none. However, at the completion of twelve (12) continuous months of service, eighty (80) hours of vacation shall be credited to the employee's account.

1 <sup>st</sup> through 5 <sup>th</sup> year	3.08 hours per pay period (10 days per year)
6 <sup>th</sup> through 11 <sup>th</sup> year	4.62 hours per pay period (15 days per year)

- |  |  |
|--|--|
| 12 <sup>th</sup> through 14 <sup>th</sup> year | 5.24 hours per pay period (17 days per year) |
| 15 <sup>th</sup> through 20 <sup>th</sup> year | 6.16 hours per pay period (20 days per year) |
| 21 <sup>st</sup> year                          | 6.47 hours per pay period (21 days per year) |
| 22 <sup>nd</sup> year                          | 6.78 hours per pay period (22 days per year) |
| 23 <sup>rd</sup> year                          | 7.09 hours per pay period (23 days per year) |
| 24 <sup>th</sup> year                          | 7.40 hours per pay period (24 days per year) |
| 25 <sup>th</sup> year & over                   | 7.71 hours per pay period (25 days per year) |
- 19.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive one first choice in any scheduling period.
- 19.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.

## **Chapter 3 – Insurance and Retirement**

### **ARTICLE XX – CHIROPRACTIC**

- 20.1 The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

### **ARTICLE XXI – DENTAL INSURANCE**

- 21.1 The City agrees to provide a dental plan equivalent to the Delta Premier dental plan (group number 4381) to all employees and their dependents. Effective January 19, 2004, the City shall pay the full cost for the employee dental premium and one-quarter the premium for dependents for the term of this agreement.

### **ARTICLE XXII – LIFE INSURANCE**

- 22.1 A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at

age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23<sup>rd</sup> birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

- 22.2 The City shall assume the 1.1% salary cost previously paid by the employee for long-term disability and life insurance.

### **ARTICLE XXIII – LONG TERM DISABILITY**

- 23.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% of the first two thousand two hundred and fifty dollars (\$2,250) of the employee's basic monthly earnings and 50% of the next one thousand dollars (\$1,000) of the employee's basic monthly earnings, in the event of disability. This program commences 60 days from the date of disability.

### **ARTICLE XXIV – MEDICAL INSURANCE**

- 24.1 The City agrees to provide medical insurance through the CalPERS Health Program. City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. Effective January 19, 2004, employees shall contribute \$80.00 per month for Employee Plus One and \$104.00 per month for full family coverage.
- 24.2 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 24.3 If an employee has no dependents or chooses not to cover dependents with medical insurance the City will contribute \$25.00 per pay period to the employees deferred compensation account. If an employee elects not to be covered by medical insurance the City will provide an additional \$46.15 per pay period for a total of \$71.15 per pay period to the employees deferred compensation account.
- 24.4 If both the employee and the employee's spouse work for the City and are eligible for medical insurance, only one medical plan will be provided and Section 24.4 shall apply to the employee who is not the primary provider.

- 24.5 The City shall pay 100% of the premiums for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 18, or other medical insurance becomes available.
- 24.6 During the term of this MOU, the City and ALCE will meet and confer over whether to adopt a cafeteria plan, and if so, then over its terms. It is the City's intent to examine on a city-wide basis possible adoption of a cafeteria plan. Meeting over this issue may be conducted between the City and a coalition of City bargaining units, including ALCE. In absence of mutual agreement, the current terms of this MOU will remain in effect.

#### **ARTICLE XXV – PERS**

- 25.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost:
- (a) PERS "2% at 55" full formula retirement benefits plus the following additional options:
  - (b) The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
  - (c) Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
  - (d) Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
  - (e) Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- 25.2 On January 3, 1983, in lieu of any other salary adjustments which otherwise may have been agreed upon in this Unit, the City agreed to pay into each employee's PERS account 7% of the employees base salary.

**ARTICLE XXVI – SICK LEAVE CONVERSION**

26.1 For all unused sick leave, a represented employee with ten years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

**Option #1 – Conversion**

After ten years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

**EXAMPLE**

Robert Smith retirees with 20 years of service and 1800 hours of unused sick leave.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

**Option #2 –Bank**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2.5% will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

**EXAMPLE**

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave (multiplication factor - \$20.00).

$$1800 \times .75 \times 20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

**Option #3 – Cash Out**

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 26.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 26.1.
- 26.3 Employees selecting option #1 or #2, who retiree on a service retirement shall have the option of purchasing at the employee's cost, additional medical insurance sufficient to reach age 65.
- 26.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 26.1 of this Article.
- 26.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of any section of article 26 other than 26.5, the City will report to PERS they have zero hours of unused sick leave.

**ARTICLE XXVII – VISION INSURANCE**

- 27.1 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

**Chapter 4 – Safety****ARTICLE XXVIII – SAFETY/SAFETY BOOT PROVISIONS**

- 28.1 The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this.

- 28.2 Effective December 8, 2003, the City agrees to provide a safety boot allowance of \$150.00 per fiscal year for the following classifications:

Associate Civil Engineer (2)	(who do inspection/survey work)
Associate Traffic Engineer	
Building Inspector I/II	
Engineering Technician I/II	
Engineering Tech. Sup.	
Jr./Asst. Engineer	
Public Works Inspector I/II	
Sr. Building Inspector	
Sr. Engineering Technician (1)	(who do inspection/survey work)
Sr. Storekeeper/Buyer	
Storekeeper	

- 28.3 Employees who are required to wear safety boots (listed in 28.2) will be provided with a boot allowance in July of each year.
- 28.4 Employees hired during the fiscal year will receive an allowance on a prorated basis.
- 28.5 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 28.6 Safety boots must be appropriate to the job classification and the specific work hazards for the work performed.
- 28.7 The City reserves the right to determine if a boot is appropriate to the job class and work conditions.
- 28.8 Employees performing duties/tasks without appropriate footwear may be sent home and additionally may be subject to disciplinary action.

## **Chapter 5 – Work Hours, Schedules, Meals**

### **ARTICLE XXIX – HOURS**

- 29.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. The

lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.

- (a) Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
- (b) Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.
- (c) Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

29.2 Work schedules presently in effect shall remain in effect; however, the City reserves the right to change the hours of work as stated above, after consultation with the employees involved. Notice of permanent changes to this schedule must be given two (2) weeks in advance. Temporary changes in this schedule must have at least 24 hours notice. The ALCE shall be notified of all permanent schedule changes.

### **ARTICLE XXX – MEALS**

- 30.1 If the City requires an employee to perform work for one and one-half (1-1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.
- 30.2 When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.
- 30.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of Section 30.1 hereof.



- 30.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 noon-6:30 p.m.

## **Chapter 6 – Association / City Issues**

### **ARTICLE XXXI – ASSOCIATION LEAVE**

- 31.1 Whenever any employee is absent from work as a result of a formal request by the ALCE to send an employee to school to be involved in Association business, the City shall pay for all regular time lost and shall be reimbursed therefore by the ALCE at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 31.2 The City agrees to provide storage space to the ALCE for association materials.

### **ARTICLE XXXII – CHANGES IN MEMORANDUM**

- 32.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

### **ARTICLE XXXIII – CITY RIGHTS**

- 33.1 It is understood and agreed between the parties that nothing contained in this Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employees organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

#### **ARTICLE XXXIV – EMPLOYEE REPRESENTATION**

- 34.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the Lodi Chapter of the Association of Lodi City Employees (ALCE) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by the ALCE. Those classifications are as follows:

Accounting Clerk I/II	Administrative Clerk
Administrative Clerk, Sr.	Administrative Secretary
Animal Services Officer	Animal Services Officer, Assistant
Aquatics Coordinator	Building Inspector I/II
Building Inspector I/II	Building Inspector, Sr.
Buyer	Civil Engineer, Associate
Civil Engineer, Junior/Assistant	Community Improvement Officer I/II
Customer Service Rep. I/II	Customer Service Supervisor
Customer Services Rep., Sr.	D.P. Programmer Analyst I/II
Engineering Technician I/II	Engineering Technician, Sr.
Field Services Representative	Field Services Supervisor
Finance Technician	Information Systems Specialist
Librarian I/II	Library Assistant
Library Assistant, Sr.	Meter Reader
Network Technician	Office Supervisor
Parking Enforcement Assistant	Parks Program Specialist
Parks Project Coordinator	Permit Technician
Planner, Jr./Asst./Assoc.	Police Records Clerk I/II
Police Records Clerk Supervisor	Police Administrative Clerk, Sr.
Public Works Inspector I/II	Purchasing Technician
Storekeeper	Storekeeper, Sr.

- 34.2 The City shall grant dues deduction to City employees who are members of the ALCE in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution."

The ALCE shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the ALCE shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

- 34.3 For purposes of continued certification of ALCE as the recognized employee organization for this unit, employees who are members or hereafter become members shall maintain membership with ALCE for the life of this memorandum except that any unit employee may withdraw from membership not earlier than ninety days (90) nor less than sixty (60) days before the expiration of this memorandum. Such withdrawal must be in writing and delivered to the Finance Department. A copy of the request shall be forwarded to ALCE upon receipt in the Finance Department. Should the ALCE vote to implement an agency fee, the language of this article will be amended accordingly.
- 34.4 The City shall allow ALCE access to city meeting facilities at no cost to ALCE subject to the operating needs of the City. Requests for such use shall be made in

- advance to the appropriate department head or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 34.5 No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 34.6 The City and ALCE agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXXV – GRIEVANCE PROCEDURE**

- 35.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the ALCE and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the ALCE involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in procedure, the term “PARTY” means an employee, the ALCE, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

- 35.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- (a) Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal

- interpretations and clarifications executed by the ALCE and the City.
- (b) Discharge, demotion, suspension, or discipline of an individual employee.
  - (c) Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - (d) Disputes which may be of a “class action” nature filed on behalf of the ALCE or the City. Class action grievances shall be in writing from the ALCE to the City Manager or vice versa.
- 35.3 STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.
- 35.4 STEP TWO: If a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.
- 35.5 STEP THREE: If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP TWO.
- 35.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and the ALCE shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

- 35.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 35.8 An employee may represent himself or herself at any step of the Grievance Procedure.

#### **ARTICLE XXXVI – MUTUAL CONSENT CONTINGENCY**

- 36.1 This MOU may be amended any time during its life upon the mutual consent of the City and the ALCE. Such amendment must be in writing and attached to all executed copies of this MOU.

#### **ARTICLE XXXVII – NO STRIKES**

- 37.1 The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins” or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

**ARTICLE XXXVIII – PROBATIONARY PERIOD**

- 38.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (12) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.
- 38.2 During the probationary period, all new hires shall have the rights and privileges afforded to other employees, except:
- 1) Vacation Leave – See Article XIX for vacation schedule.
  - 2) The use of the Grievance Procedure to grieve termination.
  - 3) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The ALCE shall be notified of all extensions.
  - 4) Probation shall be extended for the same time as any leaves of absence.
- 38.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he or she was promoted unless he or she is discharged. The seniority and status of a rejected candidate shall continue as before.

**ARTICLE XXXIX – PROMOTION**

- 39.1 The City and ALCE mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

**ARTICLE XL - SENIORITY**

- 40.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:
- (a) Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of



Congress which provides that the employee is entitled to re-employment rights.

- (b) On duty with the National Guard.
- (c) Is absent due to industrial disability.
- (d) On leave of absence.
- (e) Absent due to layoff for a period of less than twelve (12) consecutive months.

#### **ARTICLE XLI – SHOP STEWARDS**

- 41.1 The ALCE agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

#### **ARTICLE XLII – STATUS**

- 42.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.
- (a) A regular employee is defined as an employee who has twelve (12) months or more service with the City in full-time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).
  - (b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve month of

continuous full-time service with the City, a probationary employee shall be given the status of a regular employee.

- (c) A temporary employee is an employee hired on a full-time basis to fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.
- (d) A contract employee is an employee hired on a part-time or full-time basis to perform a specific task or function for a limited duration. Such employees do not have rights to further employment with the City.

#### **ARTICLE XLIII – TERM**

- 43.1 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The parties agree as follows:

TERM: Covering the period from July 1, 2003 through June 30, 2005.

**ATTACHMENT A**

<b>General Services Positions</b>					
<b>Salary Schedule effective 12/8/2003</b>					
<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Accounting Clerk I	2,325.43	2,441.70	2,563.79	2,691.97	2,826.57
Accounting Clerk II	2,557.96	2,685.86	2,820.16	2,961.16	3,109.22
Administrative Clerk	2,316.39	2,432.21	2,553.82	2,681.51	2,815.59
Administrative Clerk, Senior	2,548.03	2,675.43	2,809.20	2,949.66	3,097.15
Administrative Secretary	3,081.20	3,235.26	3,397.02	3,566.87	3,745.22
Animal Services Supervisor	3,006.11	3,156.42	3,314.24	3,479.95	3,653.95
Animal Services Officer, Assistant	2,614.08	2,744.78	2,882.02	3,026.13	3,177.43
Aquatics Coordinator	3,051.27	3,203.84	3,364.03	3,532.23	3,708.84
Building Inspector I	3,549.45	3,726.92	3,913.26	4,108.93	4,314.37
Building Inspector II	3,904.39	4,099.61	4,304.59	4,519.82	4,745.81
Building Inspector, Senior	4,294.83	4,509.57	4,735.05	4,971.80	5,220.39
Buyer	3,555.60	3,733.38	3,920.05	4,116.05	4,321.85
Civil Engineer, Junior	4,335.64	4,552.42	4,780.04	5,019.05	5,270.00
Civil Engineer, Assistant	4,769.20	5,007.66	5,258.04	5,520.95	5,796.99
Civil Engineer, Associate	5,246.12	5,508.42	5,783.85	6,073.04	6,376.69
Community Improvement Officer I	3,380.43	3,549.45	3,726.92	3,913.26	4,108.93
Community Improvement Officer II	3,718.47	3,904.39	4,099.61	4,304.59	4,519.82
Customer Service Representative I	2,325.43	2,441.70	2,563.79	2,691.97	2,826.57
Customer Service Representative II	2,557.96	2,685.86	2,820.16	2,961.16	3,109.22
Customer Service Rep., Senior	2,814.64	2,955.37	3,103.14	3,258.30	3,421.21
Customer Service Supervisor	3,378.30	3,547.22	3,724.58	3,910.81	4,106.35
D.P. Programmer Analyst I	3,731.73	3,918.31	4,114.23	4,319.94	4,535.94
D.P. Programmer Analyst II	4,108.56	4,313.99	4,529.69	4,756.18	4,993.98
Engineering Technician I	3,583.18	3,762.34	3,950.45	4,147.98	4,355.37
Engineering Technician II	3,941.49	4,138.57	4,345.50	4,562.77	4,790.91
Engineering Technician, Senior	4,335.64	4,552.42	4,780.04	5,019.05	5,270.00
Field Service Representative	3,162.32	3,320.44	3,486.46	3,660.78	3,843.82
Field Service Supervisor	3,640.22	3,822.23	4,013.34	4,214.00	4,424.70
Finance Technician	3,095.14	3,249.90	3,412.39	3,583.01	3,762.16
Information Systems Specialist	3,254.87	3,417.62	3,588.50	3,767.92	3,956.32
Librarian I	3,706.74	3,892.07	4,086.68	4,291.01	4,505.56
Librarian II	4,077.41	4,281.28	4,495.35	4,720.12	4,956.12
Library Assistant	2,432.22	2,553.83	2,681.52	2,815.59	2,956.37
Library Assistant, Senior	2,675.43	2,809.20	2,949.66	3,097.15	3,252.00
Meter Reader	2,877.64	3,021.52	3,172.59	3,331.22	3,497.79
Network Technician	3,979.92	4,178.91	4,387.86	4,607.25	4,837.61

**ATTACHMENT A****General Services Positions**

**Salary Schedule effective  
12/8/2003**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Office Supervisor	3,081.20	3,235.26	3,397.02	3,566.87	3,745.22
Parking Enforcement Assistant	2,634.22	2,765.93	2,904.22	3,049.43	3,201.91
Parks Program Specialist	3,662.19	3,845.30	4,037.56	4,239.44	4,451.41
Parks Project Coordinator	4,335.64	4,552.42	4,780.04	5,019.05	5,270.00
Planner, Junior	3,538.25	3,715.17	3,900.93	4,095.97	4,300.77
Planner, Assistant	3,892.08	4,086.68	4,291.01	4,505.57	4,730.84
Planner, Associate	4,281.29	4,495.35	4,720.12	4,956.13	5,203.93
Police Records Clerk I	2,299.17	2,414.13	2,534.84	2,661.58	2,794.66
Police Records Clerk II	2,529.09	2,655.55	2,788.33	2,927.74	3,074.13
Police Administrative Clerk, Senior	2,675.43	2,809.20	2,949.66	3,097.15	3,252.00
Police Records Clerk Supervisor	2,908.01	3,053.42	3,206.09	3,366.39	3,534.71
Public Works Inspector I	3,549.45	3,726.92	3,913.26	4,108.93	4,314.37
Public Works Inspector II	3,904.39	4,099.61	4,304.59	4,519.82	4,745.81
Purchasing Technician	2,962.27	3,110.39	3,265.91	3,429.20	3,600.66
Storekeeper	2,810.75	2,951.29	3,098.85	3,253.80	3,416.49
Storekeeper, Senior	3,091.83	3,246.43	3,408.75	3,579.18	3,758.14

**ATTACHMENT B****General Services Positions**

Dollars to be added to salary schedule effective  
the pay period in which July 1, 2004 falls

Classification	Step A	Step B	Step C	Step D	Step E
D.P. Programmer Analyst I	311.26	326.83	343.17	360.33	378.34
D.P. Programmer Analyst II	337.51	354.38	372.10	390.71	410.24
Information Systems Specialist	260.51	273.54	287.21	301.57	316.65
Network Technician	235.87	247.67	260.05	273.05	286.71



## **CITY OF LODI COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt a resolution authorizing Library administration to apply for two targeted grant opportunities available through the California State Library—a \$6,000 grant entitled, “Global Language Materials” and a “Service for Small Business” grant for approximately \$20,000

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Nancy C. Martinez, Library Services Director

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**RECOMMENDED ACTION:** That the City Council adopt a resolution authorizing Library administration to apply for two targeted grant opportunities available through the California State Library—a \$6,000 grant entitled, “Global Language Materials” and a “Service for Small Business” grant for approximately \$20,000.

**BACKGROUND INFORMATION:** The California State Library has announced opportunities for California libraries to apply for targeted grants under the federal Library Service and Technology Act. Library administration has requested authorization from the Library Board of Trustees to apply for two of the grants—Global Language Materials grant and a “Service for Small Business in a Box.”

Library administration has received confirmation that Lodi Public Library is eligible to apply for a predetermined grant of \$6,000 for the Global Languages Materials program. This grant would allow the library to purchase materials for both children and adults in the native language of an underserved immigrant community in Lodi.

For the Small Business Initiative, the California State Library has outlined a program entitled “Services for Small Businesses in a Box”, a grant that enumerates specific services and materials that 40 successful applicants will receive. These awards include subscriptions to two business oriented reference services, training for staff, assistance in developing a webpage on the library’s homepage targeted to the needs of small businesses, and funds to purchase materials targeted to the needs of small business. Recipients are required to obtain community input to develop a plan for expending the monetary award. Recipients are expected to continue providing the services and subscribing to the databases. Library administration is particularly interested in the further development of its services to the business community. We have recently partnered with the Lodi Chamber to provide instruction in using the library’s Reference USA database and already participate through 49/99 Cooperative Library System in the ASK NOW (24/7) online reference service. Should the Lodi Public Library receive this grant award we are well-positioned to continue the services.

**FUNDING:** None - no matching funds required.

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

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Nancy C. Martinez  
Library Services Director

NM/sb

Attachments



CALIFORNIA  
STATE LIBRARY  
FOUNDED 1850

## Memorandum

Date: March 18, 2004  
To: Nancy Martinez  
Lodi Public Library  
From: Dr. Kevin Starr, State Librarian of California  
RE: Global Languages Materials Grant Program

I am pleased to announce the Global Languages Materials Grant Program. Through this program, I am making available approximately \$2,000,000 in Library Services and Technology Act Grant funds to public libraries in the state. The objective of the program is to provide informational and recreational materials to newcomers to America in their native languages to assist them in more fully participating in California and American society.

Each public library jurisdiction will have an opportunity to apply for a grant in a predetermined grant amount based upon 1984-2002 average annual county immigration statistics from the California Department of Finance. The grant funds are to be used for the purchase of adult, and/or children's materials in the native language of the underserved immigrant community targeted by your library. The funds may be used for the purchase materials in any format, provided it serves the informational or recreational needs of the targeted immigrant population.

**The grant amount for the Lodi Public Library is \$6,000.**

Successful applicants are required to obtain input from the targeted immigrant community or communities regarding the nature of the materials to be acquired under this grant. In addition, all items purchased under this grant must be cataloged. Also, all materials purchased under the grant must be housed at the library for the total expected life of the materials.

The cost of processing and cataloging the materials purchased under the grant is considered an in-kind library contribution by those libraries with the staff expertise to process and catalog and



grant purchased materials. However, those libraries that lack staff with the necessary language and/or cataloging expertise may use the grant funding to contract for the acquisition, processing, and cataloging of non-English language collections.

Finally, in order to satisfy the provisions of the Children's Internet Protection Act (CIPA), libraries must certify that grant funds will not be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The program application and conditions, as well as CIPA certification information, will soon be available on our website at [www.library.ca.gov/html/grants.cfm](http://www.library.ca.gov/html/grants.cfm). If you have any comments about this program, please direct them to Tom Andersen, Assistant Bureau Chief, Library Development Services, at (916) 653-7391, or by e-mail at [tandersen@library.ca.gov](mailto:tandersen@library.ca.gov). Please note the deadline for application under the program is 4:00 p.m. on May 6, 2004.

## **SERVICES FOR SMALL BUSINESSES IN A BOX PROGRAM I**

### **I. INTRODUCTION**

There are 2.5 million small businesses in California, which employ 50% of the state's workforce and generate more than half of its gross domestic product. These small businesses are crucial to California's economy, yet the overwhelming majority employ less than 10 people and consequently lack a corporate librarian.

This Services for Small Businesses in a Box – Program I seeks to address the information needs of business people by providing a "solution in a box" for public libraries: a package (database subscriptions, customizable Web pages and promotional materials, speakers for library programs, supplemental reference), training, and a small grant award for collection development and other purchases related to the program. In return, the library agrees to participate in the training events and involve the local business community in the project development and implementation.

### **II. STATEMENT OF PURPOSE**

To improve public library services for small businesses.

#### **Program Description**

Public libraries may apply for participation in the Services for Small Businesses in a Box – Program I. Up to 40 public library jurisdictions will be selected from the applicants.

The California State Library will sponsor four training sessions for successful applicants between June 2004 and October 2004. Two of the training sessions will be conducted regionally (up to 6 sites depending upon the geographic distribution of the participating libraries) and a third will be a combination videoconference/Webcast; the format of the fourth one is still to be determined.

### **III. ELIGIBILITY**

Eligible applicants are California public library jurisdictions. The applicant can designate the main library, a branch library, or the entire library jurisdiction as the facility providing the services.

## SERVICES FOR SMALL BUSINESSES IN A BOX PROGRAM I

### IV. AWARDS

Each successful applicant will receive:

- staff training, for one or more person per library
- two online database subscriptions, including remote access for library users (RDS Business Reference Suite; ReferenceUSA)
- 24/7 online access to reference service for small businesses ("Ask Now")
- direct access to an expert business librarian for assistance with difficult reference questions
- promotional materials customizable for the library
- a Web page designer to create a Small Business Services page for the library's Web site
- up to four outside speakers to present seminars for people who own or work in small businesses
- a grant of \$3,000-\$6,000 for collection development and other purchases related to the program

### V. OBLIGATIONS OF SUCCESSFUL APPLICANTS

- A. The applicant agrees to participate in training sessions totaling 4 days during 2004. A small fund for travel expenses, for those experiencing severe difficulty due to the location of a training session, will be available.
- B. The applicant agrees to involve the small business community in the development of the service plan, with such involvement encompassing:
  - one community meeting;
  - a pre-project survey and a post-project survey;
  - a community scan; and
  - the establishment of an advisory group.

Training for these activities is provided in the first training session; forms will also be provided for the scan and the survey.

- C. The applicant agrees to prepare and submit a plan for the mini-grant (\$3,000-\$6,000).
- D. The applicant agrees to submit quarterly project reports and a final report.
- E. The applicant agrees to incorporate the service into its ongoing service plan, insofar as possible, through such means as transfer-training on the

## **SERVICES FOR SMALL BUSINESSES IN A BOX PROGRAM I**

subscription databases, renewal of the database subscriptions at the close of the grant-funded period, etc.

- F. The applicant agrees to give appropriate credit to the federal Library Services and Technology Act, administered in California by the State Librarian, for its support of the new service program.

### **VI. EVALUATION AND SELECTION**

Applicants will be evaluated on the basis of the following criteria:

- Evidence of enthusiasm for the project in the library
- Potential for providing an alternative model for service delivery, such as an isolated area, a large urban center, a library serving a specific population group (for example, Latinos), etc.
- Commitment to providing improved services for small businesses
- Anticipated ability to continue the service program after the conclusion of the grant-funded period
- Geographic distribution of grant recipients insofar as possible

### **VII. TIMELINE**

Applications must be received by the California State Library no later than 4:00 p.m. on **May 17, 2004**.

Awards will be announced on June 1, 2004.

Successful applicants will send one or more staff members to the first training session, held during the week of July 12-16, on conducting the local needs assessment (surveys, scans, etc.) and preparing the plan for the cash grant.

Successful applicants will have completed the local needs assessment and submitted a spending plan to the State Library by September 15, 2004.

The grant period will begin on October 1, 2004 and conclude on September 30, 2005.

### **VIII. APPLICATION PROCEDURES**

- A. The application form must be completed and signed.



**SERVICES FOR SMALL BUSINESSES IN A BOX  
PROGRAM I**

B. The library must certify compliance with the provisions of the Children's Internet Protection Act (CIPA). Read the Overview, follow the Public Library Guidelines, and complete Form A.

C. Mail or deliver the grant application and CIPA certification to:

California State Library  
ATTN: Services for Small Businesses in a Box  
P.O. Box 942837  
Sacramento, CA 94237-0001

(Delivery address: 900 N Street - Suite 500  
Sacramento, CA 95814.  
Tel: 916-653-7071)

D. Five (5) copies of the application must be received by the California State Library no later than **4:00 p.m. on May 17, 2004**. One copy must be the original, containing the original signature.

**IX. INFORMATION**

For further information or consultative assistance, contact:

Barbara Will, Library Programs Consultant  
California State Library  
P.O. Box 942837  
Sacramento, CA 94237-0001

Phone: (916) 653-7071  
Fax: (916) 653-8443  
Email: [bwill@library.ca.gov](mailto:bwill@library.ca.gov)

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING GRANT APPLICATIONS BY LIBRARY  
ADMINISTRATION FOR "GLOBAL LANGUAGE  
MATERIALS" AND "SERVICE FOR SMALL BUSINESS"  
GRANTS THROUGH THE CALIFORNIA STATE LIBRARY

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize Library Administration to make application for two grants entitled "Global Language Materials" and "Service for Small Business" through the California State Library in the amounts of \$6,000 and \$20,000 respectively.

Dated: April 21, 2004

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I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_

Comments by the public on non-agenda items

**THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Conduct Public Hearing to consider an appeal received from Key Advertising Inc., regarding the Planning Commission's decision to deny the request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign, and a Variance to double the maximum allowable sign area from 480 square-feet to 960 square-feet to be located at 1251 South Beckman Road

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Community Development Director

**RECOMMENDED ACTION:** That the City Council uphold the Planning Commission's decision to deny the request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign, and a Variance to double the maximum allowable sign area from 480 square-feet to 960 square-feet to be located at 1251 South Beckman Road.

**BACKGROUND INFORMATION:** The appellant, "Key Advertising," is proposing to construct a two-sided 75-foot-tall freeway information sign near the north end of the Geweke Dodge and Kia Dealership at 1251 South Beckman Road.

The area of signage will be 24-feet wide by 20-feet-tall on both sides, for a total of 960-square-feet of signage. Each side of the sign has a 21-foot 8-inch wide by 11-foot 3-inch tall, 245 square-foot electronic message center panel. The electronic message center is essentially a television and/or computer monitor. The remaining sign area is proposed to state "Geweke Auto Group." Given the size, height, and placement of the sign, it is primarily designed for viewing by northbound and southbound motorists on State Highway 99 (see exhibit 1 & 2).

The Planning Commission at its Public Hearing of February 11, 2004 reviewed and denied the requests for a Use Permit and a Variance. The Use Permit for the large electronic display was denied on the grounds that the sign's size, location, and appearance near the intersection of the City's two major highways were inconsistent with goals and policies of the City's General Plan; in particular those pertaining to the preservation of Lodi's small town and rural qualities, and the aesthetic qualities of our major streets and entrances. Staff also pointed out other issues like those regarding potential impacts on highway traffic, the City's inability to regulate the content of advertisements, the precedent that would be set, and the visual aspects of the sign.

During the public hearing the applicant's representative suggested that the one large sign would serve the existing and future auto dealerships of the Geweke Auto Group along Beckman Road. This suggestion would eliminate the need for multiple 75-foot high freeway signs. The proposal; however, would not benefit other auto dealerships within the area, nor would it remove the State's law limiting advertising on the sign to products and services available on the premises. The applicant also provided a self-imposed list of conditions, and a donation of advertising time to the City should the City approve the request (see exhibit 3). Each of the requests was found to be generous but they had their own issues. Conditions 1(a-e), are essentially required by the State Outdoor Advertising Act. Condition 2, would not apply to other property owners of the City, which goes back to the precedent of approving the

APPROVED:


*H. Dixon Flynn*  
H. Dixon Flynn, City Manager



electronic sign. Condition 3, is the variance request. Condition 4, would not be legal, given that the City or its interests are not exempt from the State law limiting advertising to products and services available on the premises.

As far as the Variance was concerned, the Planning Commission denied the request because there was no evidence to support it. The City's Zoning Ordinance, as well as California State Law, requires that the City make findings to justify the granting of a variance. The findings must include an explanation of how the property's size, shape, or location somehow keeps the owner from fully utilizing his land within the constraints of the law. This situation is typically termed a "hardship." The findings could also include an argument that others within the same zoning are allowed what the applicant is not. This would be termed an "injustice." The applicant did not provide any information to establish the required hardship or injustice, so neither staff nor the Planning Commission could justify the request.

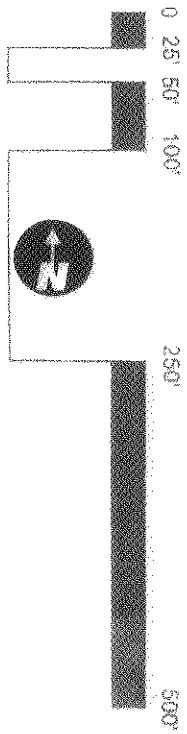
**FUNDING:** None

  
\_\_\_\_\_  
Konradt Bartlam  
Community Development Director

KB/MM/lw

Attachments

# EXHIBIT "1"



Sign Location

2' Setback

Maximum Allowable Signage = 3442

$$830 + 700 = 1530 * 3 = 4590 * .75 = 3442$$

EXISTING P.L.

Total of Permitted Signage = 541 Sq. Ft.

KIA -

(2) 24" Geweke Letters 24 sq.ft. Ea. = 48 sq.ft.

(4) 38" KIA Ovals 22 sq.ft. Ea. = 88 sq.ft.

Chrysler/Dodge -

(2) 42" Chrysler Cabinets 47 sq.ft. Ea. = 94 sq.ft.

(2) 42" Jeep Letters 23 sq.ft. Ea. = 46 sq.ft.

(2) 42" Dodge Letters 49 sq.ft. Ea. = 98 sq.ft.

(1) 24" Geweke Letters 24 sq.ft. Ea. = 24 sq.ft.

(1) 14' D/F Monument Sign 143 sq.ft. = 143 sq.ft.

Total Existing Signage = 541 sq.ft.

NORTHBOUND HWY 99 ON RAMP

MCDONALDS

700'

BUSINESS PARK DRIVE

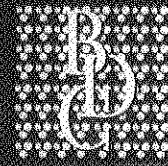
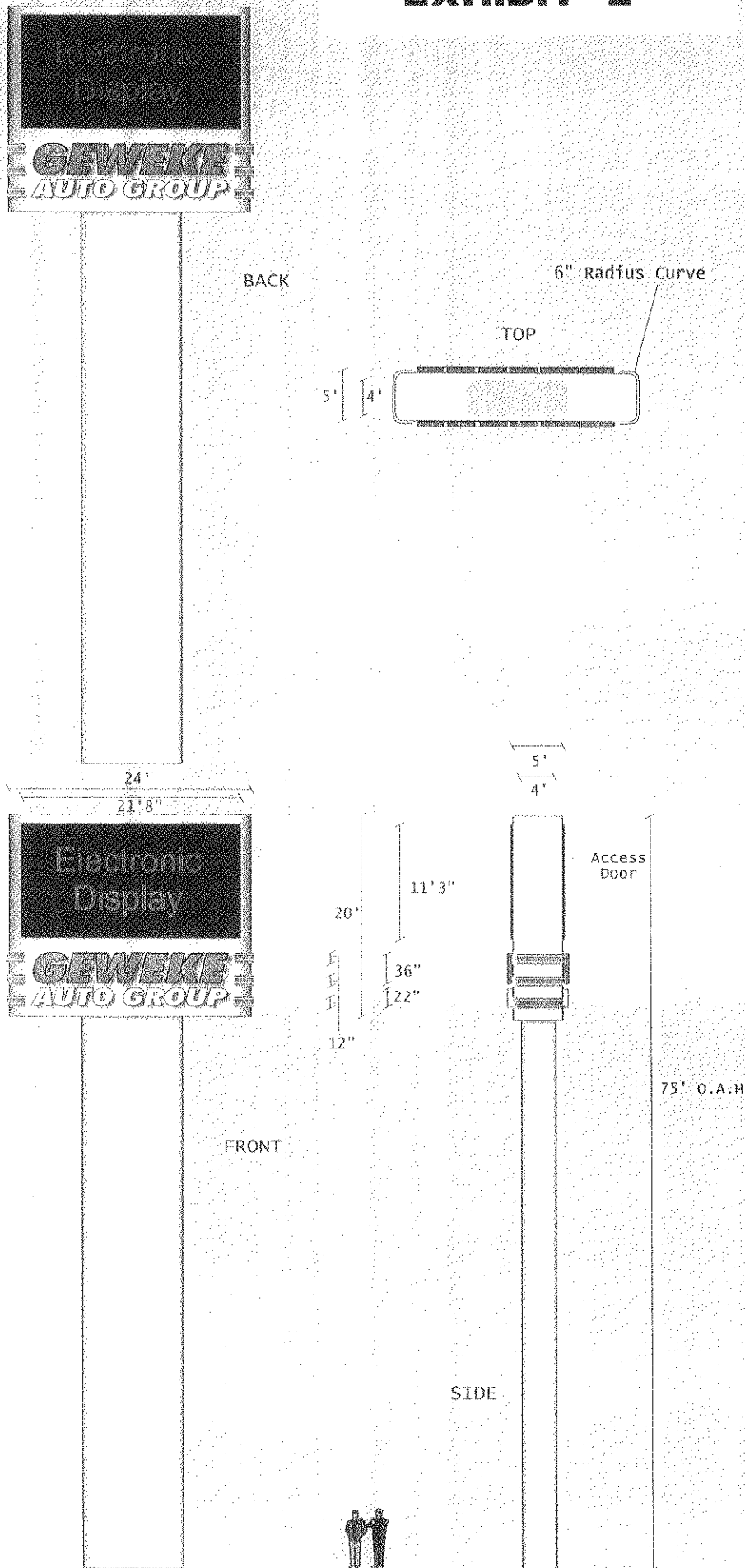
± 2.05 AC

BECKMAN ROAD

Vicinity Map

KETTLEMAN LANE

# EXHIBIT "2"



Burnstead Display Consulting

Project: Geweke Auto Group Pylon

Date: 6-18-2003

## Specifications:

Manufacture and install single faced pylon sign.

"GEWEKE" to be 36" tall internally illuminated channel letters with red L.E.D. illumination. L.E.D. spacing to be at or above manufacturer's specification to ensure even illumination.

"AUTO GROUP" to be 22" tall internally illuminated channel letters with white L.E.D. illumination. L.E.D. spacing to be at or above manufacturer's specification to ensure even illumination.

Neon Border Tubes to be mounted on flat cut out aluminum (.10 thickness) shaped to contour with radiused cabinet and pegged off of cabinet surface 2". Neon to be 15mil ruby red and powered with 30ma transformers to be located inside sign.

Sign Cabinet & Pole Cover to be all steel construction for framing and skinned with aluminum sheet (minimum .10 thickness). Cabinet shall have side entry door with lock to allow for internal servicing. Cabinet shall also include catwalks adequate for service of entire sign from inside.

Electronic Sign shall be L.E.D.

Burnstead Display Consulting  
12806 SE 45th Pl.  
Bellevue, WA 98006  
Phone - 425-643-4476  
Fax - 425-885-8357  
E-mail - design@burnstead.net

# EXHIBIT "3"

## Project Description:

Install freestanding sign(s) as per attached drawings. A portion of the sign shall have an electronic display.

## Applicant Proposal/Request for Use Permit:

1. Applicant would like to have portion of sign be electronic display to operate under the following conditional use:
  - a. Sign shall not portray any motion
  - b. Sign shall not change images more frequently than once each 5 seconds
  - c. Sign shall not display any backgrounds with more than 25% of the screen area in white.
  - d. Sign shall be dimmed below 500 nits during nighttime operation.
  - e. Sign shall not display companies, products or services that are not sold on the site for which the permit is issued.
2. Applicant will agree to abstain from installing any other electronic displays on any of its other properties within the city limits of Lodi, CA.
3. Applicant would like to have sign area calculated on only one face of the display as is done for off-premises signs in section 17.63.370(C) of the Lodi Municipal Code allowing applicant to install one double faced sign instead of two single faced signs.
4. Applicant would be willing to share 10% of time promoting downtown Lodi, Wine and Visitor Center events and community not for profit events such as Lodi Street Faire, Oooh Ahhh Festival and Chamber of Commerce Wine Stroll etc.
5. Applicant would be willing to offer up participation and cooperate with the National Amber Alert program.



**MEMORANDUM, City of Lodi, Community Development  
Department**

**To:** Planning Commission  
**From:** Community Development Department  
**Date:** February 11, 2004  
**Subject:** The request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign, and a variance to double the maximum allowable sign area from 480 square-feet to 960 square-feet, to be located at 1251 South Beckman Road.

---

**RECOMMENDATION**

Staff recommends that the Planning Commission deny the requests of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign, and Variance to double the maximum allowable sign area from 480 square-feet to 960 square-feet, to be located at 1251 South Beckman Road, relative to the findings listed in the attached resolutions.

**SUMMARY**

The applicant is proposing to construct a two-sided 75-foot-tall freeway information sign near the north end of the Geweke Dodge and Kia Dealership at 1251 South Beckman Road. The area of signage will be 24-feet wide by 20-feet-tall on both sides, for a total of 960-square-feet of signage. Each side of the sign has a 21-foot 8-inch wide by 11-foot 3-inch tall, 245 square-foot electronic message center panel. The electronic message center is essentially a television and/or computer monitor. The remaining sign area is proposed to state "Geweke Auto Group." Given the size, height, and placement of the sign, it is primarily designed for viewing by northbound and southbound motorists on State Highway 99. The sign requires Planning Commission approval of a Use Permit for the electronic message center panels and a Variance to double the maximum allowable size of the overall display area.

**USE PERMIT ANALYSIS**

The Planning Commission, at its public hearing meeting of October 22, 2003 unanimously determined that electronic message center displays require use permit approval. Given this decision, the applicant is now requesting a Use Permit for the electronic message center displays (see memo of 10/22/03).

The applicant has provided a list of self imposed conditions that staff would like to address first (see attached). We find that each of the items listed under number one are required by the State regulations in the Outdoor Advertising Act. Number two, is generous but does not restrict other property owners from applying, and if the sign is approved, a precedent will be set prompting more applications. Number 3, is addressed in the Variance Analysis section below. Numbers 4 and 5, are generous but unbinding offers of the applicant that benefit the public and citizens of Lodi.

Staff has found many different issues regarding the proposed sign including its impacts on traffic, the City's difficulty in regulating the content of

advertisements, the precedent that will be set, the aesthetic aspects of the sign, and first and foremost whether the sign is consistent with the City's General Plan.

Given that the project is adjacent to two highways, the traffic issues will be addressed by Cal Trans through their regulations and permitting process. The City's ability to control sign content is limited by the first amendment. The proposed sign is an on-premise sign restricting signage to goods and services available on this property only; however, conditions may be tested or challenged once the sign is in place. If the sign is approved, the appearance and construction of the sign will be reviewed by the Community Development Department during the building permit and plan check review process.

The following paragraphs include excerpts from California State Government Code and City of Lodi General Plan Policies.

The State of California, Planning and Zoning Law, Section 65103 (b), mandates that the City of Lodi shall: "Implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances." Thus, the provisions of the zoning code must be consistent with the General Plan policies. Section 17.75.030 of the zoning ordinance requires that building permits must be consistent with the zoning code and thus the provisions of the General Plan.

Section 65301 further states: "The degree of specificity and level of detail of the discussion of each such element shall reflect local conditions and circumstances." In other words, it does not matter what other cities visions are in their local context. What is prevalent is what Lodi's expectations are for the community.

Section 65302 states that, "The general plan shall consist of a statement of development policies and shall include a diagram or diagrams and text setting forth objectives, principles, standards, and plan proposals". The provisions of the General Plan give staff day-to-day direction on interpretation. Our general plan does in fact specifically mention development standards along the 99 corridor.

Section 65303 states that, "The general plan may include any other elements or address any other subjects which, in the judgment of the legislative body, relate to the physical development of the county or city." The City has adopted an Urban Design and Cultural Resources Element of the General Plan.

Section 65400 (a) mandates that staff "investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for the orderly growth and development." Given this mandate, we find that it is staff's duty to make recommendations to the legislative body regarding the implementation of the General Plan.

The City's General Plan Land Use Element Goal "A", Policy 1, states that: "The City shall seek to preserve Lodi's small-town and rural qualities." Policy Question: Does a large electronic sign serve to preserve small-town and rural qualities?

Urban Design and Cultural Resources Element, Goal "B", "To establish identifiable, visually appealing, and memorable entrances to the City", Policy 1, "The City shall upgrade the principal roads entering the City at strategic entry points through landscaping, signage, light standards, and other physical elements that identify and enhance gateways to the community. Entry points should be identified and designated on SR 99". Policy question: Will an electronic sign create an identifiable, visually appealing and memorable entrance at the interchange of Highway's 99 and 12?

Urban Design and Cultural Resources Element, Goal "C", "To maintain and enhance the aesthetic quality of major streets and public/civic areas." Policy Question: Will an electronic sign maintain and enhance the aesthetic quality of the 99 corridor?

Given each of the adopted policies above and the historic position of the City to maintain Lodi's character and appeal, staff finds that the proposed electronic message center sign and its location near the intersection of our two major highways is in direct conflict with the stated policies of the General Plan. In addition, staff finds that the self-imposed conditions are generous but that a majority of them are required by the California Outdoor Advertising Act anyway, most particularly condition 1(e) limiting advertising to goods and services available on site. Cal Trans would not allow off-premise advertising on this site because the sign is adjacent to the northbound on-ramp of Highway 99.

We felt that it was important to note that the City has recently approved two electronic time and temperature signs; one of the signs is located on Cluff Avenue and Lockeford Street and the other is at the Bank of Stockton on the corner of Church and Walnut Streets. These signs were approved based on the fact that all they display are time and temperature which was found to be beneficial to the general public, did not include advertising, and are no larger than 6-square-feet per side. We also wanted to make it clear that the electronic message center sign at the Lodi Grape Festival Grounds is owned by San Joaquin County and is not under the jurisdiction of the City.

#### VARIANCE ANALYSIS

The Planning Commission may remember that the original proposal was for two separate sign poles to be located a short distance from one another. That proposal was an attempt to circumvent the intent of the Sign Ordinance, which limits individual signs to a maximum of 480-square-feet. Since they couldn't have one sign with 960 square-feet, they would build two with 480. Research by City Staff found; however, that the California Outdoor Advertising Act requires that electronic message center displays must be at least 1,000-feet from one another. This finding has prompted the additional request for a Variance to allow one sign with 480 square-feet of signage on each sign face.

The Zoning Ordinance states that "In specific cases where it is exceptionally difficult, if not impossible, to comply with the exact provisions of this title, the planning commission has the power to allow such adjustments from the provisions contained in this title as will prevent unnecessary hardships or injustice, and at the same time most nearly accomplish the general purpose and intent of this title." The Zoning Ordinance requires that "in granting any adjustment, the planning commission shall find that such adjustment will

relieve an unnecessary hardship or practical difficulty that would otherwise be caused by the application of the strict letter of this chapter and that such adjustment will not be contrary to the public welfare.”

Variance requests place a difficult burden of proof on the applicant, and in certain situations findings can be made to justify a request. In this case; however, the applicant has not provided an example of how their request constitutes a hardship or injustice. They have simply made a request in Number 3 of their list that they: “...would like to have sign area calculated on only one face of the display as is done for off-premises signs in section 17.63.370(C) of the Lodi Municipal Code allowing applicant to install one double faced sign instead of two single faced signs” (see attached). The statement is not a hardship or an injustice; it is a desire to use an inapplicable and inappropriate section of the municipal code merely because it allows more signage. The proposed sign is an on-premise sign that is restricted to advertising of goods and services available on this property only. The section they have quoted is limited to off premise signs only, which are limited to advertising good and services available at some other location or business; there is no in-between.

The Sign Ordinance specifically states in Article I, Generally, Section 17.63.110 Area Calculation, that: “In calculating the total area of signs, all readable surfaces shall be counted.” We find that there is no room for interpretation of this code. In Article V., General Commercial and Industrial Zones, Section 17.63.330 Size--Absolute maximum, states that: “The maximum size of any one sign shall be four hundred eighty square feet.” Once again, we find there is no room for interpretation of this code. Furthermore, staff is not aware of any approval of a Variance to increase the allowable signage for any business in Lodi. We find that the City’s Sign Ordinance is more than generous, and that in the majority of cases allowable signage goes unused.

In closing, had the applicant provided the City with a hardship or injustice, it would have been difficult for staff to support because the site is completely visible from the highway, is unmistakably a Dodge and Kia automotive dealership, and has been without need of a freestanding sign on its highway frontage since it was completed back in June of 2002.

#### ALTERNATIVE PLANNING COMMISSION ACTIONS

- Approve the requests with conditions
- Deny the requests
- Continue the requests

Respectfully Submitted,



Mark Meissner  
Associate Planner

Reviewed and Concur,



Konradt Bartlam  
Community Development Director



**-CITY OF LODI  
PLANNING COMMISSION  
Staff Report**

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**MEETING DATE:** February 11, 2004

**APPLICATION NO:** U-03-024 (Use Permit) &  
A-03-025 (Variance)

**REQUEST:** The request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign, and a Variance to double the maximum allowable sign area from 480 square-feet to 960 square-feet to be located at 1251 South Beckman Road.

**LOCATION:** 1251 South Beckman Road; APN: 049-250-75

**APPLICANT:** Key Advertising, Inc.  
c/o Kelly Higgs  
1020 South Beckman Road  
Lodi, CA 95240

**PROPERTY OWNER:** GFLIP III, LP  
P.O. Box 1210  
Lodi, CA 95241

**Site Characteristics:**

The project site is a triangular shaped property fronting on Business Park Drive on the south, Beckman Road on the east, and the Highway 99 northbound on-ramp on the west. The site is fully developed as the Geweke, Dodge and Kia automotive dealerships.

**General Plan Designation:** LI, Light Industrial.  
**Zoning Designation:** M-1, Light Industrial.  
**Property Size:** 6.78 acres.

**Adjacent Zoning and Land Use:**

**Northeast:** M-1, Light Industrial. Across Beckman Road to the northeast is approximately 42.5 acres of vacant land owned by the applicant. A little further to the northeast is the Geweke Toyota dealership.

**Southeast:** M-1, Light Industrial. To the southeast across Business Park Drive is a Taco Bell, and a vacant 2-acre parcel owned by the applicant.

**West:** Highway 99. Adjacent to the east or rear of the site is the northbound on-ramp to State Route Highway 99.

**South:** C-2, General Commercial. Directly south of the auto dealership is a McDonald's restaurant fronting Kettleman Lane and Business Park Drive.

**Neighborhood Characteristics:**

This area of the City is seeing an increase in attention in the development of auto dealerships and auto/transient oriented businesses. The majority of land surrounding the project site is owned and controlled by the applicant, whose desire is to develop this area as an auto mall with associated transient oriented services. Dennis Plummer, the owner of Plummer Cadillac and his towing and body shop services, will be moving his interests to the area to the east on Kettleman Lane.

**ENVIRONMENTAL ASSESSMENTS:**

Upon initial study, the project was found to be consistent with the provisions of Section 15305(a), "Minor Alterations in Land Use Limitations," of the California Environmental Quality Act Guidelines making the project Categorically Exempt.

**PUBLIC HEARING NOTICE:**

Legal Notice for the Variance was published on January 31, 2004. A total of 6 notices were sent to all property owners of record within a 300-foot radius of the subject property.

**RECOMMENDATION:**

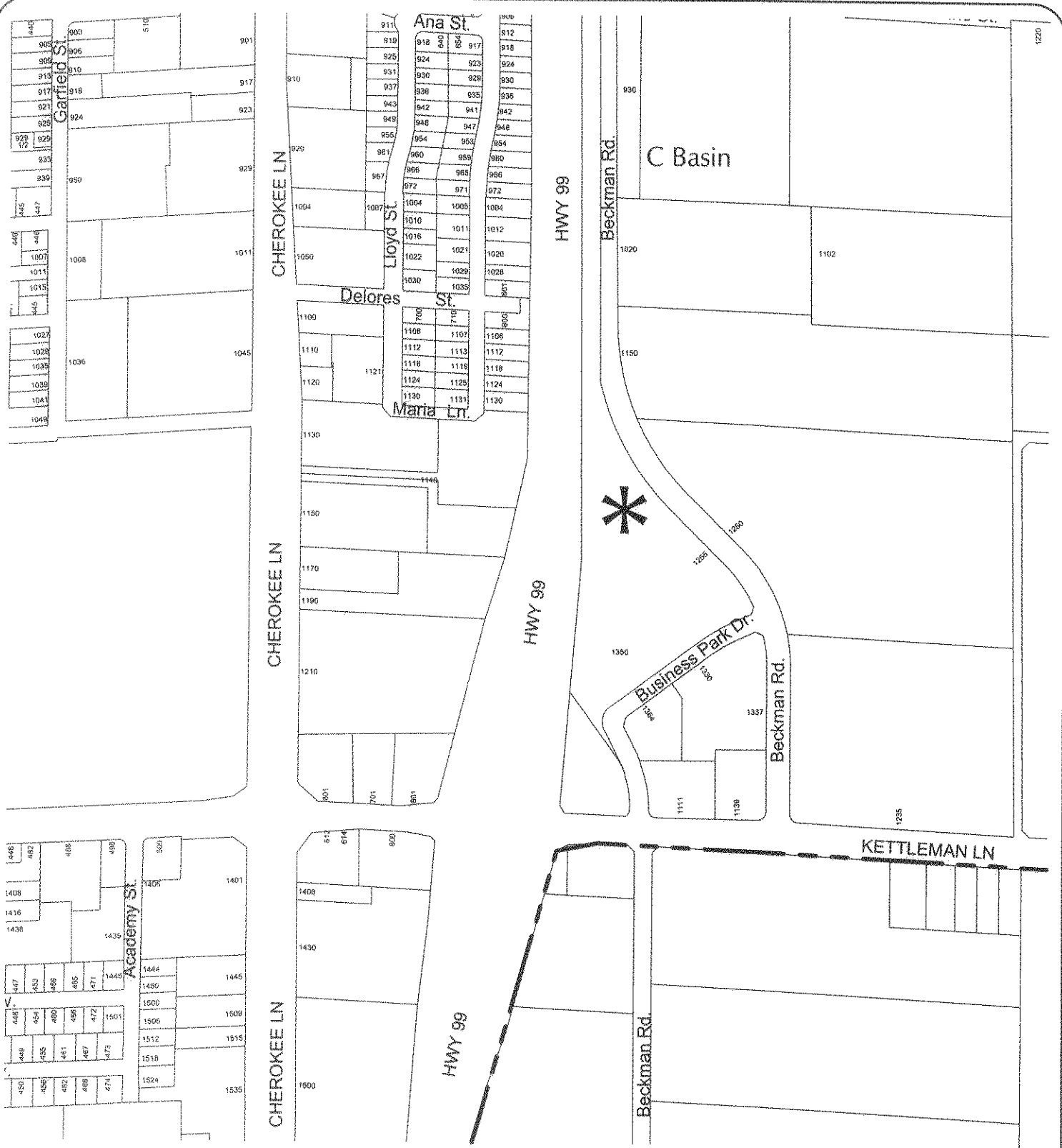
Staff recommends that the Planning Commission deny the requests of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign, and Variance to double the maximum allowable sign area from 480 square-feet to 960 square-feet to be located at 1251 South Beckman Road, relative to the findings listed in the attached resolution.

**ALTERNATIVE PLANNING COMMISSION ACTIONS:**

- Approve the request with alternate conditions
- Deny the request
- Continue the request

**ATTACHMENTS:**

1. Vicinity Map
2. Memo 10/22/03
3. Applicant's Conditions.
4. Site Plan
5. Elevations
6. Draft Resolutions



# VICINITY MAP

Key Advertising, Inc.  
 Use Permit/Variance  
 Electronic Message Sign  
 1251 South Beckman Road  
 U-03-024





## MEMORANDUM, City of Lodi, Community Development Department

**To:** Planning Commission  
**From:** Community Development Director  
**Date:** October 22, 2003  
**Subject:** Appeal of the Community Development Director's interpretation of the Zoning Ordinance regarding flashing, moving or animated signs. Bumstead Display Consulting on behalf of Key Advertising, Inc. (Geweke)

---

The request before the Planning Commission is fairly straightforward. The appellant believes that my interpretation of the City's Zoning Ordinance is wrong, and has appealed my decision regarding their sign application.

The appellant is a sign consultant hired by Geweke Automotive Group to erect two electronic message display signs on the Dodge/Chrysler dealership property. At issue is Section 17.63.080 Flashing, moving or animated signs. Specifically, this Section reads:

"Flashing, moving or animated signs are subject to the issuance of a Use Permit, and no such permit shall be issued if the sign will tend to cause a traffic hazard."

My interpretation of this Section follows my predecessor's view as well. Simply, an electronic message display flashes. Absent a specific definition in the Zoning Ordinance, staff would typically look to a common definition found in a dictionary of wide spread use. In my case, I have a Webster's Ninth New Collegiate Dictionary. Webster's defines flash as follows:

"to appear suddenly"  
"to move with great speed"  
"to break forth or out so as to make a sudden display"

All of these are consistent with my understanding of an electronic message display. In fact, a similar example may be found on the Grape Festival Grounds at the corner of Lockeford Street and Cherokee Lane.

The appellant has provided a detailed justification for his position. In response, I would offer the following observations:

Project Description: In fact, the appellant has submitted building permit applications for two, single-faced electronic display signs. One is proposed to face north and a second is proposed to face south.

Applicant position regarding Planning Department Requirement for Use Permit for above described sign: I believe I have described the rationale used in making my decision. I would further argue that my predecessor held the same interpretation. Moreover, this interpretation has been applied to recent time & temperature signs that also electronically flash.

California Outdoor Advertising Act and various Cities sign requirements: The fact that the state may define a sign in a certain way has no bearing on the City of Lodi. In terms of what other cities may allow, I would tend to disregard this as a basis for what the City of Lodi should allow; however, I would note that almost all of the cities shown only allow these types of signs following some other Planning Commission review. As an example:

- Manteca requires a Major Sign Permit (Planning Commission approval).
- Merced requires a Conditional Use Permit.
- Vacaville requires a Planning Commission approved Sign Plan.
- Modesto requires a Conditional Use Permit.
- Stockton requires a Use Permit.

Finally I would like to make clear that I have not opined that the sign proposed might cause a traffic hazard.

In summary, it is not staff's position that these signs are prohibited, but rather require a Planning Commission public hearing for a Use Permit. I would further note that this is the same circumstance that most of the example cities the appellant has cited use and it is the most conservative approach that can be taken. Making an argument that the public should not have an opportunity for input is not consistent with this City's past practice.

Respectfully Submitted,

Konradt Bartlam  
Community Development Director

KB/lw

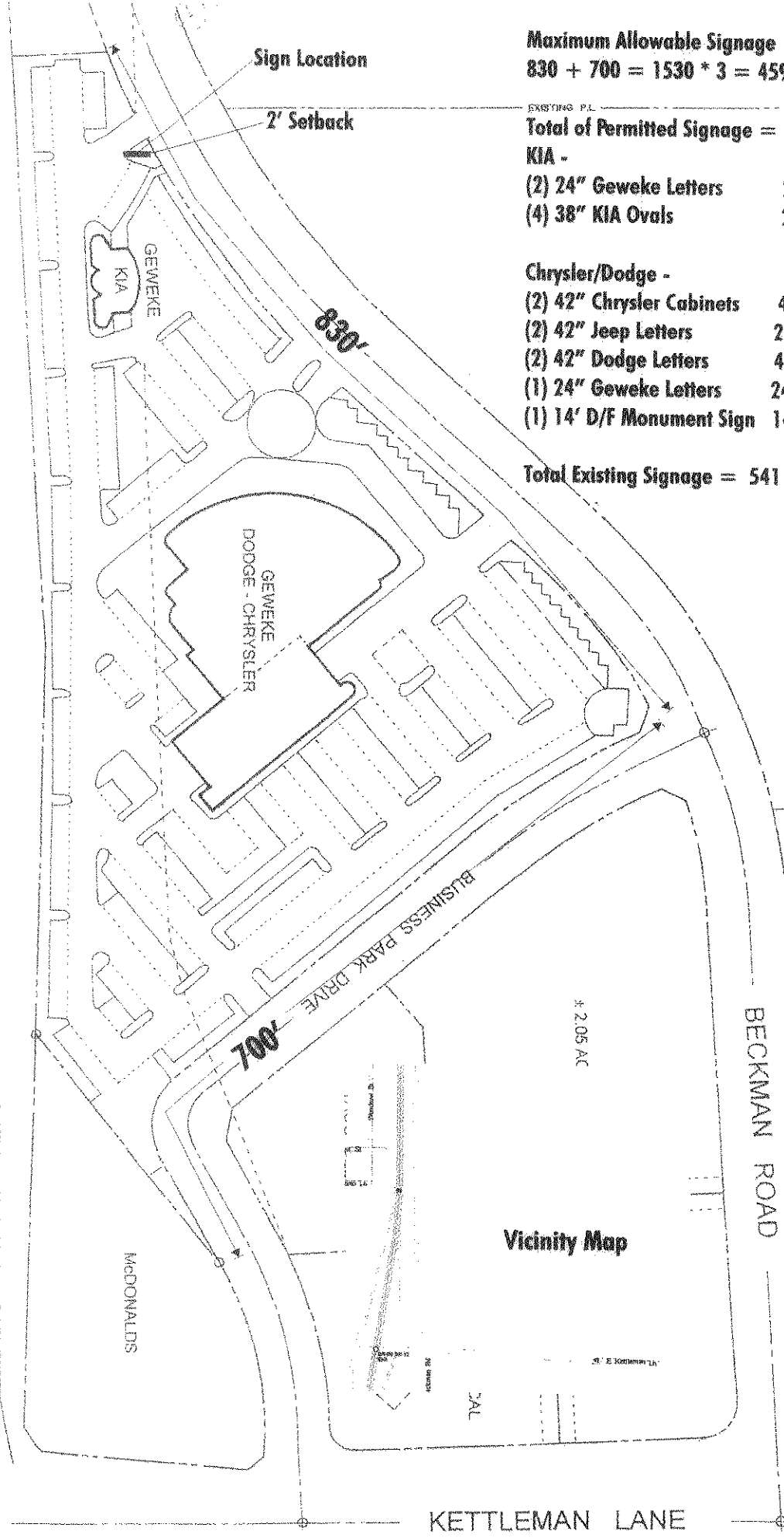
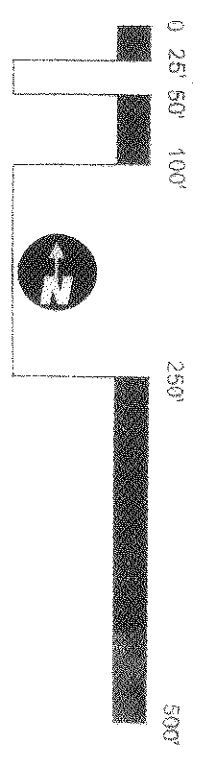
Attachments

**Project Description:**

Install freestanding sign(s) as per attached drawings. A portion of the sign shall have an electronic display.

**Applicant Proposal/Request for Use Permit:**

1. Applicant would like to have portion of sign be electronic display to operate under the following conditional use:
  - a. Sign shall not portray any motion
  - b. Sign shall not change images more frequently than once each 5 seconds
  - c. Sign shall not display any backgrounds with more than 25% of the screen area in white.
  - d. Sign shall be dimmed below 500 nits during nighttime operation.
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Maximum Allowable Signage = 3442  
 $830 + 700 = 1530 * 3 = 4590 * .75 = 3442$

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 (1) 24" Geweke Letters 24 sq.ft. Ea. = 24 sq.ft.  
 (1) 14' D/F Monument Sign 143 sq.ft. = 143 sq.ft.

Total Existing Signage = 541 sq.ft.



BACK

6" Radius Curve

TOP

5'  
4'



24'  
21'8"



20'  
12"

11'3"  
36"  
22"

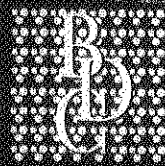
5'  
4'

Access Door

75' O.A.H

FRONT

SIDE



Burnstead Display Consulting

Project: Geweke Auto Group Pylon

Date: 6-18-2003

#### Specifications:

Manufacture and install single faced pylon sign.

"GEWEKE" to be 36" tall internally illuminated channel letters with red L.E.D. illumination. L.E.D. spacing to be at or above manufacturer's specification to ensure even illumination.

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Neon Border Tubes to be mounted on flat cut out aluminum (.10 thickness) shaped to contour with radius cabinet and pegged off of cabinet surface 2". Neon to be 15mil ruby red and powered with 30ma transformers to be located inside sign.

Sign Cabinet & Pole Cover to be all steel construction for framing and skinned with aluminum sheet (minimum .10 thickness). Cabinet shall have side entry door with lock to allow for internal servicing. Cabinet shall also include catwalks adequate for service of entire sign from inside.

Electronic Sign shall be L.E.D.

Burnstead Display Consulting  
12806 SE 48th Pl  
Bellevue, WA 98006  
Phone - 425-643-4476  
Fax - 425-865-8367  
E-mail - design@burnstead.net

scale: 1"=10'



PLANNING COMMISSION RESOLUTION NO. 04-\_\_

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI  
DENYING THE REQUEST OF KEY ADVERTISING FOR A USE PERMIT TO  
ALLOW A 75-FOOT HIGH ELECTRONIC DISPLAY SIGN TO BE LOCATED AT  
1251 S. BECKMAN RD.

WHEREAS, the Planning commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, to consider the use permit request for a 75-foot high electronic display sign to be located at 1251 South Beckman Road;

WHEREAS, the project proponent is Key Advertising, Inc., 1020 South Beckman Road, Lodi, CA 95240;

WHEREAS, all legal prerequisites to the denial of this request have occurred;

WHEREAS, the property is zoned M-1, Light Industrial;

WHEREAS, the property is located at 1251 South Beckman Road;

WHEREAS, the property is visible and identifiable as the Geweke Dodge and Kia automotive dealership to both northbound and southbound motorists on State Hwy. 99;

WHEREAS, the sign is located in close proximity to the intersection of State Highway 99 and Highway 12.

WHEREAS, the requested electronic message center sign is 75-feet high.

WHEREAS, the requested electronic message center sign has 244 square-feet of viewable area on its north and south faces.

WHEREAS, the requested electronic message center sign is capable of displaying anything that a television or computer may display or create;

WHEREAS, the requested use permit is not consistent with the City's General Plan goals and policies established to preserve and protect Lodi's appearance and character.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi as follows:

1. It is hereby found that the requested use permit is not consistent with the municipal codes of the City of Lodi regulating signs.
2. It is found that the requested use permit is not required for the applicant to identify itself.
3. It is further found that the height, size, and location of the electronic message center sign is not consistent with the General Plan as follows:
  - a. Land Use Element Goal "A", Policy 1: "The City shall seek to preserve Lodi's small-town and rural qualities."
  - b. Urban Design and Cultural Resources Element, Goal "B", "To establish identifiable, visually appealing, and memorable entrances to the City."

- c. Urban Design and Cultural Resources Element, Goal "C", "To maintain and enhance the aesthetic quality of major streets and public/civic areas."

Dated: February 11, 2004

I hereby certify that Planning Commission Resolution Number 04-\_\_\_\_ was approved and adopted by the Planning Commission of the City of Lodi at a regular meeting held on February 11, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: \_\_\_\_\_  
Secretary, Planning Commission

PLANNING COMMISSION RESOLUTION NO. 04-\_\_

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI TO DENY THE REQUEST OF KEY ADVERTISING FOR A VARIANCE TO DOUBLE THE MAXIMUM ALLOWABLE SIGN AREA FROM 480 SQ. FT. TO 960 SQ. FT. FOR A SIGN TO BE LOCATED AT 1251 SOUTH BECKMAN ROAD.

WHEREAS, the Planning commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, to consider the variance request to double the maximum allowable sign area from 480 sq. ft. to 960 sq. ft. for a sign to be located at 1251 South Beckman Road;

WHEREAS, the project proponent is Key Advertising, Inc., 1020 South Beckman Road, Lodi, CA 95240;

WHEREAS, all legal prerequisites to the denial of this request have occurred;

WHEREAS, the property is zoned M-1, Light Industrial;

WHEREAS, the property is located at 1251 South Beckman Road;

WHEREAS, the property is visible and identifiable as the Geweke Dodge and Kia automotive dealership to both northbound and southbound motorists on State Highway 99;

WHEREAS, the requested variance has no basis for hardship or injustice that is necessary for the Planning Commission to make the required findings for approval.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi as follows:

1. It is hereby found that the requested variance is not consistent with the following municipal codes of the City of Lodi regulating signs in general, and in the M-1, Light Industrial Zone:
  - a. Article I., Generally, Section 17.63.110 Area Calculation, states that: "In calculating the total area of signs, all readable surfaces shall be counted."
  - b. Article V., General Commercial and Industrial Zones, Section 17.63.330 Size--Absolute maximum, states that: "The maximum size of any one sign shall be four hundred eighty square feet."
  - c. Article V., General Commercial and Industrial Zones, Section 17.63.370(C) Off-premises signs, states that: "In determining the maximum size of two off-premises signs which are placed back to back on the same structure, only one readable surface shall be counted."
2. Furthermore, it is found that the requested variance is not required for the Geweke auto dealership to adequately identify itself.

3. It is further found that denial of the variance does not create or maintain an unnecessary hardship or injustice on the Geweke auto dealership.

Dated: February 11, 2004

I hereby certify that Planning Commission Resolution Number 04-\_\_\_\_ was approved and adopted by the Planning Commission of the City of Lodi at a regular meeting held on February 11, 2004 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: \_\_\_\_\_  
Secretary, Planning Commission

**DRAFT**

## **Planning Commission minutes 2-11-04**

**The request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign, and a Variance to double the maximum allowable sign area from 480 square-feet to 960 square-feet to be located at 1251 South Beckman Road.** Associate Planner Meissner presented the item to the Commission. He stated that the request conflicted with the City's General Plan. Staff felt the sign would create impacts on traffic, be difficult in regulating content, set a precedent for future requests, and whether the sign was consistent with the City's General Plan. Staff could not find any hardships to justify the Variance request. They felt that the dealership was completely visible from the highway and that the Variance was unnecessary for the auto dealership to properly identify itself. Staff was recommending denial of both of the requests.

### **Hearing opened to Public**

Dale Gillespie, 2475 Maggio Circle, Lodi. Mr. Gillespie was present on behalf of Key Advertising. As their property is developed for more auto uses, they would agree to a deed restriction on the remainder of their property to not construct any pylon signs, upon the property, if their request is approved for the subject sign. His business wants to sell more cars and they are convinced the sign will generate more revenue and jobs for the city. He noted that most vehicles are purchased from people coming from out of town and he wanted to do whatever they could do draw more people to the dealership. He further offered that 10% of the sign time could be used to promote Lodi events. He felt the community, as a whole, would benefit.

Commissioner Heinitz asked if sign was a "flashing" sign. Mr. Gillespie replied that it was digital.

Commissioner White asked if Mr. Gillespie would be willing to remove the existing Toyota sign on the dealership's property. Mr. Gillespie stated he would be willing to not put any other pylon signs on the property if he were granted the subject sign.

Commissioner Phillips questioned if there were similar signs in the area to the one being proposed. Mr. Gillespie replied that there were some at the Home Depot in Manteca and one at Roseville Auto Mall.

Commissioner Mattheis noted that he could not find any hardship for the request of additional square footage and the signs already on the buildings were visible enough.

Commissioner Heinitz stated that he found these types of signs to be intrusive.

Commissioner Haugan felt that having both sides of the sign would be a good advantage for the community to promote itself to the people that drive by. He did not have a problem with the sign.

Commissioner Moran stated she did not like digital signs and that the sign would take away the small town atmosphere felt in Lodi.

Commissioner White stated he would be in favor of the sign only if it changed every 10 minutes.

The Planning Commission on motion of Commissioner Heinitz, Moran second, voted to deny the request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign, and a Variance to double the maximum allowable sign area from 480 square-feet to 960 square-feet to be located at 1251 South Beckman Road by the following vote:

AYES:	Commissioners:	Aguirre, Heinitz, Moran, and Chairman Mattheis
NOES:	Commissioners:	Haugan and White
ABSENT:	Commissioners:	Phillips
ABSTAIN:	Commissioners:	

**PLANNING COMMISSION RESOLUTION NO. 04-07**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF  
LODI TO DENY THE REQUEST OF KEY ADVERTISING FOR A VARIANCE  
TO DOUBLE THE MAXIMUM ALLOWABLE SIGN AREA FROM 480 SQ.  
FT. TO 960 SQ. FT. FOR A SIGN TO BE LOCATED AT 1251 SOUTH  
BECKMAN ROAD.**

WHEREAS, the Planning commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, to consider the variance request to double the maximum allowable sign area from 480 sq. ft. to 960 sq. ft. for a sign to be located at 1251 South Beckman Road;

WHEREAS, the project proponent is Key Advertising, Inc., 1020 South Beckman Road, Lodi, CA 95240;

WHEREAS, all legal prerequisites to the denial of this request have occurred;

WHEREAS, the property is zoned M-1, Light Industrial;

WHEREAS, the property is located at 1251 South Beckman Road;

WHEREAS, the property is visible and identifiable as the Geweke Dodge and Kia automotive dealership to both northbound and southbound motorists on State Highway 99;

WHEREAS, the requested variance has no basis for hardship or injustice that is necessary for the Planning Commission to make the required findings for approval.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi as follows:

1. It is hereby found that the requested variance is not consistent with the following municipal codes of the City of Lodi regulating signs in general, and in the M-1, Light Industrial Zone:
  - a. Article I., Generally, Section 17.63.110 Area Calculation, states that: "In calculating the total area of signs, all readable surfaces shall be counted."
  - b. Article V., General Commercial and Industrial Zones, Section 17.63.330 Size--Absolute maximum, states that: "The maximum size of any one sign shall be four hundred eighty square feet."
  - c. Article V., General Commercial and Industrial Zones, Section 17.63.370(C) Off-premises signs, states that: "In determining the maximum size of two off-premises signs which are placed back to back on the same structure, only one readable surface shall be counted."
2. Furthermore, it is found that the requested variance is not required for the Geweke auto dealership to adequately identify itself.

3. It is further found that denial of the variance does not create or maintain an unnecessary hardship or injustice on the Geweke auto dealership.

Dated: February 11, 2004

I hereby certify that Planning Commission Resolution Number 04-07 was approved and adopted by the Planning Commission of the City of Lodi at a regular meeting held on February 11, 2004 by the following vote:

AYES: Aguirre, Heinitz, Moran, and Mattheis

NOES: Haugan and White

ABSENT:

ABSTAIN: Phillips

ATTEST:   
Secretary, Planning Commission

**PLANNING COMMISSION RESOLUTION NO. 04-08**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI  
DENYING THE REQUEST OF KEY ADVERTISING FOR A USE PERMIT TO  
ALLOW A 75-FOOT HIGH ELECTRONIC DISPLAY SIGN TO BE LOCATED AT  
1251 S. BECKMAN RD.**

WHEREAS, the Planning commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, to consider the use permit request for a 75-foot high electronic display sign to be located at 1251 South Beckman Road;

WHEREAS, the project proponent is Key Advertising, Inc., 1020 South Beckman Road, Lodi, CA 95240;

WHEREAS, all legal prerequisites to the denial of this request have occurred;

WHEREAS, the property is zoned M-1, Light Industrial;

WHEREAS, the property is located at 1251 South Beckman Road;

WHEREAS, the property is visible and identifiable as the Geweke Dodge and Kia automotive dealership to both northbound and southbound motorists on State Hwy. 99;

WHEREAS, the sign is located in close proximity to the intersection of State Highway 99 and Highway 12.

WHEREAS, the requested electronic message center sign is 75-feet high.

WHEREAS, the requested electronic message center sign has 244 square-feet of viewable area on its north and south faces.

WHEREAS, the requested electronic message center sign is capable of displaying anything that a television or computer may display or create;

WHEREAS, the requested use permit is not consistent with the City's General Plan goals and policies established to preserve and protect Lodi's appearance and character.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi as follows:

1. It is hereby found that the requested use permit is not consistent with the municipal codes of the City of Lodi regulating signs.
2. It is found that the requested use permit is not required for the applicant to identify itself.
3. It is further found that the height, size, and location of the electronic message center sign is not consistent with the General Plan as follows:
  - a. Land Use Element Goal "A", Policy 1: "The City shall seek to preserve Lodi's small-town and rural qualities."
  - b. Urban Design and Cultural Resources Element, Goal "B", "To establish identifiable, visually appealing, and memorable entrances to the City."



- c. Urban Design and Cultural Resources Element, Goal "C", "To maintain and enhance the aesthetic quality of major streets and public/civic areas."

Dated: February 11, 2004


I hereby certify that Planning Commission Resolution Number 04-07 was approved and adopted by the Planning Commission of the City of Lodi at a regular meeting held on February 11, 2004 by the following vote:

AYES: Aguirre, Heinitz, Moran, and Mattheis

NOES: Haugan and White

ABSENT:

ABSTAIN: Phillips

ATTEST:   
Secretary, Planning Commission

CITY COUNCIL

LARRY D. HANSEN, Mayor  
JOHN BECKMAN,  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
EMILY HOWARD  
KEITH LAND

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6702  
FAX (209) 333-6807  
cityclrk@lodi.gov

H. DIXON FLYNN  
City Manager  
SUSAN J. BLACKSTON  
City Clerk  
D. STEPHEN SCHWABAUER  
Interim City Attorney

April 8, 2004

Dale N. Gillespie  
G-REM, Inc.  
P.O. Box 1210  
Lodi, CA 95241

**RE: City Council Public Hearings to consider:**

- (1) Appeal received from Key Advertising, Inc., regarding the Planning Commission's decision to deny the request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign and a Variance to double the maximum allowable sign area from 480 square feet to 960 square feet to be located at 1251 South Beckman Road
- (2) Redesign concept for C-Basin (Pixley Park) and the exchange of properties with GREM, Inc., to allow the relocation of C-Basin

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This is to notify you that on April 7, 2004 the City Council voted to continue the above public hearings (pursuant to your request) to **April 21, 2004 at 7:00 p.m.** or as soon thereafter as the matter can be heard, in the Council Chambers, at Carnegie Forum, 305 West Pine Street, Lodi.

NOTE: If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. *Written correspondence for the City Council may be mailed C/O The City Clerk's Office, 221 West Pine Street, Lodi, California, 95240.*

Should you have any questions, please contact me at 333-6702.



Susan J. Blackston  
City Clerk

cc: Community Development Director  
Public Works Director  
Kelly Higgs, Key Advertising, Inc.

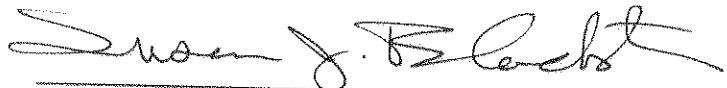
# NOTICE OF CONTINUED PUBLIC HEARING

## CITY COUNCIL

## CITY OF LODI

NOTICE IS HEREBY GIVEN that the April 7, 2004 public hearing of the City Council of the City of Lodi to consider an appeal received from Key Advertising, Inc., regarding the Planning Commission's decision to deny the request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign and a Variance to double the maximum allowable sign area from 480 square feet to 960 square feet to be located at 1251 South Beckman Road has been continued to **April 21, 2004 at the hour of 7:00 p.m.** in the Council Chamber, Carnegie Forum, 305 W. Pine Street, Lodi, California.

Posted April 8, 2004



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SUSAN J. BLACKSTON  
CITY CLERK  
Of the City of Lodi



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Public Hearing to Consider Redesign Concept for C-Basin (Pixley Park) and the Exchange of Properties with GREM, Inc., to Allow the Relocation of C-Basin

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council conduct a public hearing to consider the redesign concept for C-Basin (Pixley Park) and the exchange of properties with GREM, Inc., to allow the relocation of C-Basin.

**BACKGROUND INFORMATION:** The present design concept and approximate 27-acre configuration for C-Basin was established by the Council on September 28, 1988. In addition to the recreation component, the park is required to store 131 acre-feet of storm drainage runoff. The Park, Recreation and Open Space Plan adopted by the Council on January 19, 1994, designates the site as a 43.7-acre major sports field complex for adult softball, soccer and tennis. The Plan identifies a need to acquire an additional 17.7 acres at this site. However, in subsequent action, the Council decided not to acquire additional vacant land to the east.

Recreation needs in the area have recently refocused upon development of an adult tournament softball complex. Due to the longer field dimensions and parking needs required for tournament play, the present site configuration does not lend itself to that type of use. The present site will accommodate only three softball fields. The proposed redesigned park/basin concept plan being recommended for Council approval will provide four softball fields with expanded parking and spectator areas. The storm drainage storage requirement can be met with either site configuration. The proposed concept plan was approved by the Parks and Recreation Commission at their December 2, 2003, meeting.

An exchange of property requested by GREM, Inc., would facilitate the proposed concept plan. The proposed exchange would provide a reconfigured City of Lodi park/basin site having essentially the same area as the current site but superior dimensions for development of the adult tournament softball complex. The existing property lines, acreage and ownership for the properties affected by the proposed exchange are shown on Exhibit A. The proposed property lines, acreage and ownership after the exchange are shown on Exhibit B. The property lines and acreage of the land to be exchanged are shown on Exhibit C. The slight differential in the land exchange results from a combination of City standard design criteria for Auto Mall Drive and fixed intersection locations at Beckman Road and Pixley Parkway.

To facilitate the proposed land exchange process, GREM, Inc., at its expense and with direction and review by City staff, has provided the proposed park/basin concept plan. In addition, as part of the land

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

Public Hearing to Consider Redesign Concept for C-Basin (Pixley Park) and the Exchange of Properties with GREM, Inc., to Allow the Relocation of C-Basin

April 21, 2004

Page 2

exchange, GREM, Inc., will construct improvements, at its expense, at the new site and deliver to the City a rough-graded site that will be superior to the existing basin because the entire site will be graded. The following requirements have been agreed upon by GREM, Inc., and the related improvements are diagrammatically shown on Exhibit D:

1. Provide engineered improvement plans, specifications, construction cost estimates and a current geotechnical report for all required improvements, all in conformance with City of Lodi Public Improvement Design Standards.
2. Perform rough grading construction for the entire park/basin site to final design grades.
3. Construct basin inlet piping from east of Beckman Road to the new basin.
4. Construct basin outlet structure.
5. Construct perimeter fencing around the entire site.
6. Dedicate street and public utility easements on Auto Mall Drive.
7. Install full street frontage improvements (curb, gutter, sidewalk, driveways, utilities, street lighting and asphalt concrete pavement) in Auto Mall Drive.

GREM, Inc., has also agreed to perform the following services with cost reimbursement by the City from the Storm Drainage and Parks and Recreation Impact Mitigation Fee funds:

1. Prepare engineered plans, specifications, and construction cost estimates for the future storm drainage pump station and inlet structure to allow discharge from the basin to Cluff Avenue.
2. Prepare slope erosion protection, turf and irrigation plans, specifications and construction cost estimates for the entire Pixley Park site.
3. Construct a temporary inlet channel from Auto Mall Drive to the basin.

In addition to the City improvements described above, staff will discuss with the City Council the displacement of the model airplane club facilities at Pixley Park. With continued development of the adjacent property, this use is less viable at this location.

State law regarding disposition or acquisition of park land requires a finding as to General Plan conformity by the Planning Commission, which was approved by the Planning Commission on March 10, 2004.

Staff will return to Council at a later date for approval of the improvement agreement(s) covering the installation of the park site and other public improvements and appropriation of funds for any applicable reimbursements.

**FUNDING:** Not applicable.

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Richard C. Prima, Jr.  
Public Works Director

Prepared by F. Wally Sandelin, City Engineer

RCP/FWS/pmf

Attachments

cc: Interim City Attorney

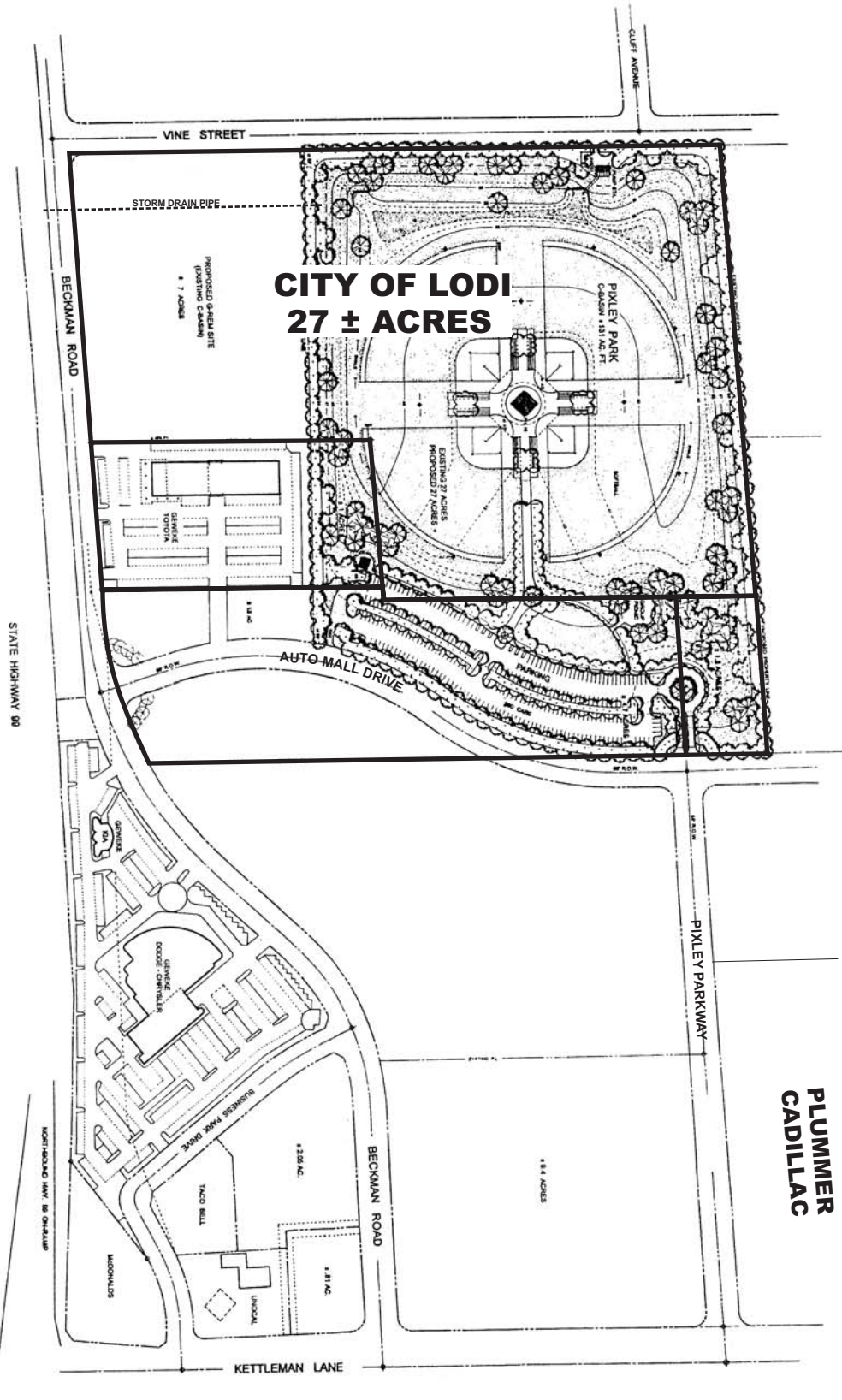
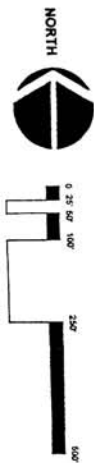


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EXHIBIT A

### EXISTING LOT LINES



## CONCEPTUAL MASTER PLAN

### Pixley Park - Geweke Auto Mall

G-REM, INC.

City of Lodi California  
Lawrence A. Nordstrom, ASLA Landscape Architect

July 2003

**PLUMMER  
CADILLAC**





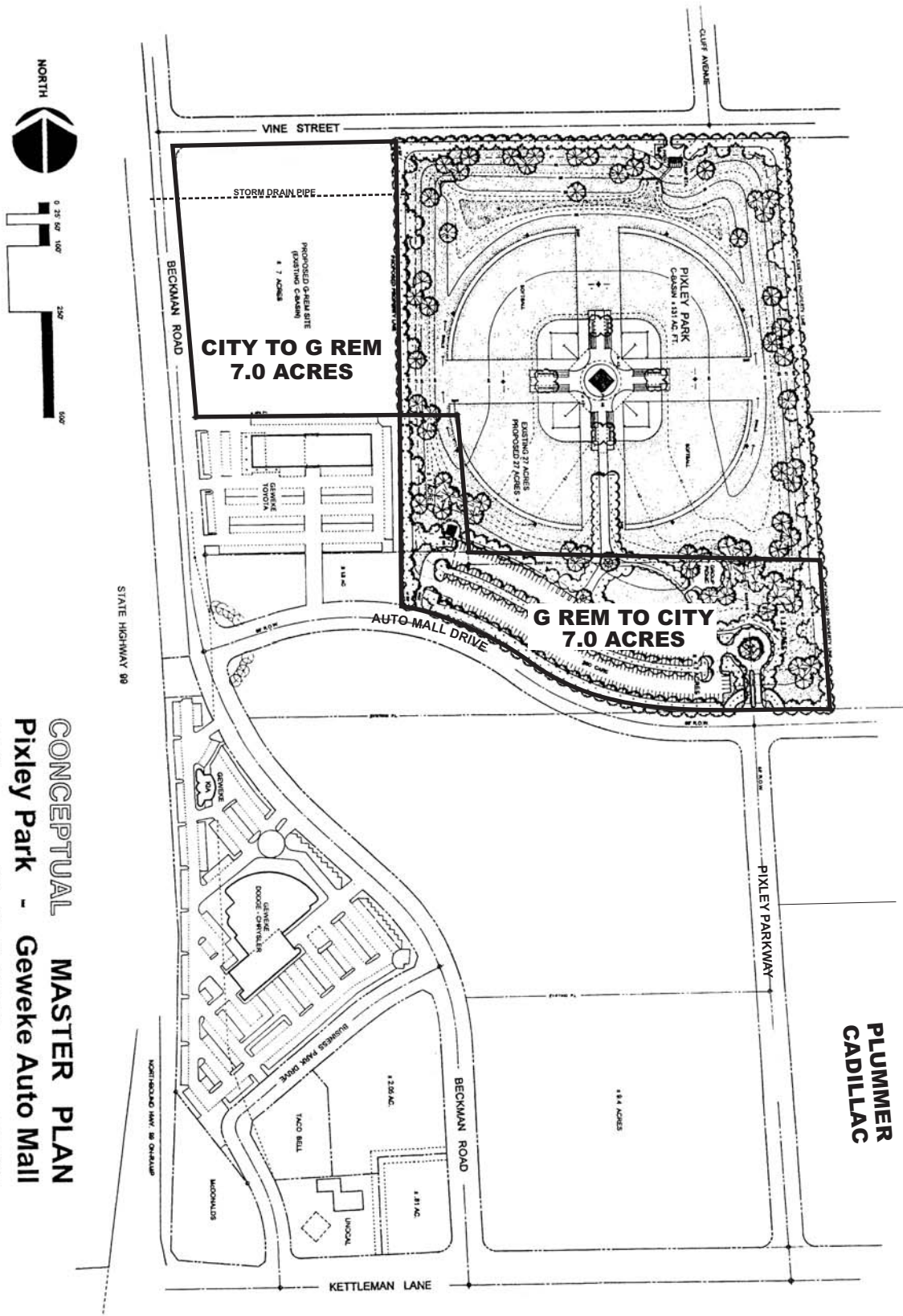
## PROPOSED PROPERTY LINES





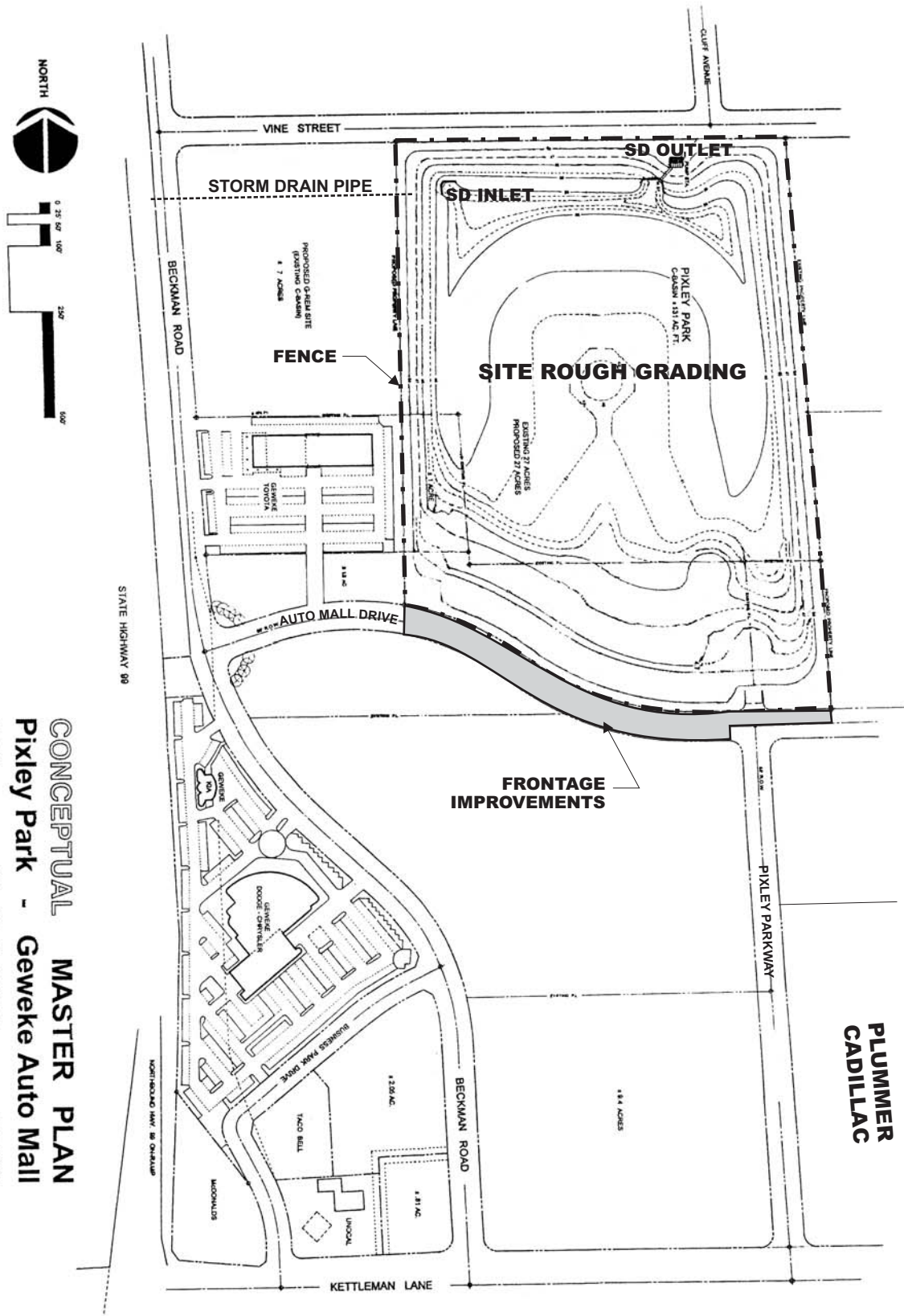
# EXHIBIT C

## LAND EXCHANGE



**CONCEPTUAL MASTER PLAN**  
**Pixley Park - Geweke Auto Mall**  
City of Lodi California  
G-GREM, INC.  
Lawrence A. Nordstrom, ASLA, Landscape Architect  
July 2003





**CONCEPTUAL MASTER PLAN**  
**Pixley Park - Geweke Auto Mall**  
City of Lodi California  
G-GREM, INC.  
Lawrence A. Nordstrom, ASLA, Landscape Architect  
July 2003

CITY COUNCIL

LARRY D. HANSEN, Mayor  
JOHN BECKMAN,  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
EMILY HOWARD  
KEITH LAND

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6702  
FAX (209) 333-6807  
cityclrk@lodi.gov

H. DIXON FLYNN  
City Manager  
SUSAN J. BLACKSTON  
City Clerk  
D. STEPHEN SCHWABAUER  
Interim City Attorney

April 8, 2004

Dale N. Gillespie  
G-REM, Inc.  
P.O. Box 1210  
Lodi, CA 95241

**RE: City Council Public Hearings to consider:**

- (1) Appeal received from Key Advertising, Inc., regarding the Planning Commission's decision to deny the request of Key Advertising for a Use Permit to allow a 75-foot-high electronic display sign and a Variance to double the maximum allowable sign area from 480 square feet to 960 square feet to be located at 1251 South Beckman Road
- (2) Redesign concept for C-Basin (Pixley Park) and the exchange of properties with GREM, Inc., to allow the relocation of C-Basin

---

This is to notify you that on April 7, 2004, the City Council voted to continue the above public hearings (pursuant to your request) to **April 21, 2004 at 7:00 p.m.** or as soon thereafter as the matter can be heard, in the Council Chambers, at Carnegie Forum, 305 West Pine Street, Lodi.

NOTE: If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. *Written correspondence for the City Council may be mailed C/O The City Clerk's Office, 221 West Pine Street, Lodi, California, 95240.*

Should you have any questions, please contact me at 333-6702.



Susan J. Blackston  
City Clerk

cc: Community Development Director  
Public Works Director  
Kelly Higgs, Key Advertising, Inc.

# NOTICE OF RE-CONTINUED PUBLIC HEARING

## CITY COUNCIL

## CITY OF LODI

NOTICE IS HEREBY GIVEN that the public hearing of the City Council of the City of Lodi to consider redesign concept for C-Basin (Pixley Park) and the exchange of properties with GREM, Inc., to allow relocation of C-Basin originally scheduled for March 17, 2004 and continued to April 7, 2004 has been re-continued to **April 21, 2004 at the hour of 7:00 p.m.** in the Council Chamber, Carnegie Forum, 305 W. Pine Street, Lodi, California.

Posted April 8, 2004



SUSAN J. BLACKSTON  
CITY CLERK  
Of the City of Lodi



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Denial of Verified Claim(s) against the City of Lodi

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Risk Management

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**RECOMMENDED ACTION:** To approve by motion action, denial of the following verified Claim filed against the City of Lodi.

(A) NewFields Companies, LLC DOL: 12/03-3/04

(B) Environmental Forensic Investigations, Inc. DOL: 7/03-2/04

**BACKGROUND INFORMATION:** Following review of verified claims filed against the City of Lodi, it is recommend the City deny the subject claim(s).

**FUNDING:** None Required

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Kirk Evans, Risk Manager

Attachments

cc: Interim City Attorney

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointments to the East Side Improvement Committee

**MEETING DATE:** April 21, 2004

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** That Council, by motion action, concur with the Mayor's recommended appointments to the East Side Improvement Committee.

**BACKGROUND INFORMATION:** As indicated below, the City Clerk's office was directed to post for the vacancies and expiring terms on the East Side Improvement Committee. It is recommended that the City Council concur with the following appointments.

**East Side Improvement Committee**

Joseph Spinelli	Term to expire March 1, 2007 ( <i>posting of expiring term ordered 2/4/04</i> )
Sunil Yadav	Term to expire March 1, 2007 ( <i>posting of expiring term ordered 2/4/04</i> )
Martin Makapagal	Term to expire March 1, 2007 ( <i>posting of expiring term ordered 2/4/04</i> )
Ernest Golladay	Term to expire March 1, 2005 ( <i>posting of vacancy ordered 2/18/04</i> )

*NOTE: Seven applicants (three for reappointment and four new applications); published in Lodi News-Sentinel 2/07/04 and 2/21/04; application deadline 3/08/04; extended to 3/22/04*

**FUNDING:** None required.

---

Susan J. Blackston  
City Clerk

SJB/JMP

---

**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Post for Vacancies on the East Side Improvement Committee and Expiring Terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission

**MEETING DATE:** April 21, 2004

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** That Council, by motion action, direct the City Clerk to post for vacancies on the East Side Improvement Committee and expiring terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission.

**BACKGROUND INFORMATION:** The City Clerk's Office received letters of resignation (filed) from East Side Improvement Committee members, Mark Gisler and Ruth Jimenez. Additionally, several terms are due to expire shortly. It is, therefore, recommended that the City Council direct the City Clerk to post for the vacancies and expiring terms below.

### **East Side Improvement Committee**

Mark Gisler	Term to expire March 1, 2005
Ruth Jimenez	Term to expire March 1, 2006

### **Library Board of Trustees**

Millard Fore	Term to expire June 30, 2004
Thomas R. Goad, Sr.	Term to expire June 30, 2004

### **Lodi Arts Commission**

Laura Heinitz	Term to expire July 1, 2004
Hugh Metcalf	Term to expire July 1, 2004

### **Planning Commission**

Eduardo Aguirre	Term to expire June 30, 2004
Dennis White	Term to expire June 30, 2004

State statute requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. The City Council is requested to direct the City Clerk to make the necessary postings.

**FUNDING:** None required.

Susan J. Blackston  
City Clerk

SJB/JMP

APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Monthly Protocol Account Report

**MEETING DATE:** April 21, 2004

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** None required, information only.

**BACKGROUND INFORMATION:** The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through March 31, 2004.

**FUNDING:** None required.

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Susan J. Blackston  
City Clerk

SJB/jmp

Attachment

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**APPROVED:** \_\_\_\_\_  
H. Dixon Flynn, City Manager

**PROTOCOL ACCOUNT SUMMARY**  
**Cumulative Report**  
**July 1, 2003 through March 31, 2004**

Date	Vendor	Description	Amount	Balance
				<b>Starting Bal. \$18,000.</b>
07-14-03	Baudeville	Envelopes, program paper, invitations, seals, for #400 8-21-03 Boards & Commissions Reception	292.79	
07-28-03	Carrot Top	#250 U.S. Flags – handouts for student tours	112.50	
07-29-03	Guiffra's	Linen rental for 7-26-03 CVW Auction Dinner	34.00	
08-05-03	Finance Dept.	60 grape stickers for young student tours	32.40	
08-07-03	Tuxedos of Lodi	Shirt, bow tie, cummerbund rentals x 6 (for 7-26-03 CVW Boy & Girls Club Dinner)	45.00	
08-07-03	Janet Hamilton reimbursement	Decorations (for 7-26-03 CVW Boy & Girls Club Dinner)	185.28	
08-18-03	Guiffra's Party Rentals	Linen rental (for 8-16-03 General Mills Boy & Girls Club Dinner)	43.48	
08-18-03	Tuxedos of Lodi	Shirt, bow tie, cummerbund rentals x 6 (for 8-16-03 General Mills Boy & Girls Club Dinner)	45.00	
08-21-03	Smart Foods	Flower decorations (for City Volunteer Reception 8-21-03)	49.53	
08-21-03	Longs	Candy (for City Volunteer Reception 8-21-03)	34.50	
08-21-03	Wine & Roses	Food, beverage, room charge (for City Volunteer Reception 8-21-03) Note: Deposit \$263.99 pd on 5-8-03	5,200.25	
10-28-03	Black Tie Gourmet	Catering services for 12-03 City Council Reorganization Reception	1,000.00	
11-12-03	Staples	Paper for #650 invitations to the 12-19 Employee Recognition Holiday Recept.	75.27	
11-17-03	Lasting Impressions	Outgoing Mayor Gift	70.58	
11-20-03	Lasting Impressions	2 community service awards and update of perpetual plaques	99.72	



12-17-03 City Council Meeting				Council decreased Protocol Acct. by \$3,000
12-19-03	Travis Café	Catering services for 12-19 Holiday Reception City Empl. Appreciation	1,090.97	
12-19-03	Rollin-in-Dough	31 dozen cookies delivered to off site facilities for Holiday City Empl. Appreciation	283.75	
02-07-04	Village Flowers	Jerald Kirsten – funeral standing spray	170.20	
02-21-04	Lodi Flower Shop	Ralph Hitchcock – funeral floral arrangement	98.05	
03-19-04	Carrot Top	#250 U.S. Flags	119.56	
03-23-04	Jo-Ann Fabrics	Ribbon for certificates	6.11	
03-26-04	Lodi Flower Shop	Evelyn Hitchcock – funeral floral arrangement	87.28	
03-31-04	Nelson Photo Supplies	#200 cardboard certificate folders	359.80	
03-31-04	Finance	#35 grape stickers	21.00	
			<i>Total Expenditures:</i> (9,557.02)	<i>Ending Bal.</i> <b>\$5,442.98</b>



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Updates from Mayor Hansen regarding the following issues: Status of recruitment process for new City Attorney; progress on Request for Proposals for special counsel to represent the City of Lodi in its Environmental Abatement Program litigation and legal proceedings relative to the Environmental Abatement Program litigation

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** That the City Council receive an update regarding the following issues: Status of recruitment process for new City Attorney; Progress on Request for Proposals for special counsel to represent the City of Lodi in its Environmental Abatement Program litigation and legal proceedings relative to the Environmental Abatement Program litigation.

**BACKGROUND INFORMATION:** At the request of Mayor Hansen, this item is placed on the agenda to allow for a verbal update regarding the status of the above issues.

**FUNDING:** Not applicable

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Janet S. Keeter  
Deputy City Manager

JSK/si

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APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Report Regarding City Community Survey

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** That Council receive and discuss the Community Survey results as presented by DataCycles representative Mr. Steve Childs.

**BACKGROUND INFORMATION:** The long-awaited moment is finally here! During the Council presentation, Mr. Steve Childs, Vice President of Business Development for DataCycles will unveil the results of the Community Survey. The survey will officially close on Monday April 19, 2004 at 9:00 a.m. so staff is unable to provide detailed information on the ratings to Council within this packet. However, the information noted below, as of April 14, 2004 at 10:00 a.m., is provided as it will not bias those who have yet to take the survey prior to the deadline:

**April 14, 2004 10:00 a.m. 1,839 total responses:**

867 are from paper surveys

972 are from online surveys

47% are from paper (expected to climb to about 52%)

86% of registrants online filled out the survey (expected to climb to near 90%)

**Voter registration panel (the Random Sample) 787 total responses:**

441 are from paper surveys

346 are from online surveys

56% are from paper

This total response is final and represents a 20% response from this mailing, which is in line with expectations.

**Utility Customer Panel (General City-wide Survey) 1052 total responses:**

426 are from paper surveys

626 are from online surveys

40.4% are from paper (expected to reach a 50% paper response)

We are projecting 1250 total responses at the close of the survey, also in line with expectations.

**FUNDING:** Not Applicable

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Janet S. Keeter  
Deputy City Manager

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APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Technical Services Task Order Agreement with Treadwell & Rollo, Inc., Authorize City Manager to Execute Task Orders, and Appropriate Funds (\$100,000)

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That City Council adopt a resolution approving the Technical Services Task Order Agreement with Treadwell & Rollo, Inc., authorize the City Manager to execute task orders up to \$100,000 and appropriate funds.

**BACKGROUND INFORMATION:** The dismissal of the legal firm representing the City in the ongoing PCE/TCE litigation included the technical services consultants who were providing litigation support to the attorneys. However, the State is still issuing draft orders directing the City to undertake various technical activities. As an example, the Regional Board draft order is attached; note the "Required Actions" starting on page 7. Also, a letter dated March 29, 2004, from the Department of Toxic Substances Control is attached, which describes DTSC's expectations. (Exhibits A and B)

While the specific work to be actually undertaken by the City versus consultants working for other parties is not clear at this point, it is clear to staff that the City should have technical expertise working for us to:

- Advise the City on courses of action in our participation in remediation studies and work
- Perform remediation studies and work on behalf of the City
- Support our legal staff in responding to State orders and court matters

Staff is proposing to utilize services of the firm Treadwell & Rollo, led by Philip Smith, who has served as the technical advisor to the mediator in this case. City staff has neither the expertise nor available time to fulfill this role completely, although staff will be involved in this work. The firm was one of twelve respondents to a "Request for Qualifications" statement issued by the City in late February 2004. Three selected firms were interviewed on March 30, 2004, and Treadwell & Rollo was selected.

Since the exact scope of work to be performed is unknown today and will likely remain "fluid" in the future, staff is recommending that the Council approve a "Task Order Agreement" (Exhibit C), which provides the contract basis for specific task orders. Staff is anticipating two initial task orders:

1. Background Work – This task will include staff research and familiarization with the reams of documents, studies, reports, computer files, etc., that are pertinent to this issue. Draft details of the work and cost (\$25,000) are provided in Exhibit D.

APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager

2. "Contingency" Work – This task will cover review of third-party proposals, unanticipated meetings, and other work that might lead to development of a specific task order. Staff is proposing \$15,000 for this task.

The total recommended appropriation will set aside enough funds for these two tasks plus an additional amount for when we need specific tasks to begin in a timely manner. Staff will report back to the Council periodically to formally update the Council and the public on the cost and the work accomplished.

**FUNDING:** \$100,000 Water Fund

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Vicky McAthie, Finance Director

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Richard C. Prima, Jr.  
Public Works Director

RCP/pmf

Attachments

cc: Philip G. Smith, Treadwell & Rollo  
Wally Sandelin, City Engineer

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

CLEANUP AND ABATEMENT ORDER NO. R5-2004-XXXX  
FOR  
CITY OF LODI, GUILD CLEANERS, INC., ESTATE OF DWIGHT ALQUIST,  
ODD FELLOWS HALL ASSOCIATION OF LODI, LODI NEWS SENTINEL,  
AND BECKMAN CAPITOL CORPORATION.  
LODI CENTRAL PLUME AREA  
SAN JOAQUIN COUNTY

This Order is issued to the City of Lodi, Guild Cleaners, Inc., Estate of Dwight Alquist, Odd Fellows Hall Association of Lodi, the Lodi News Sentinel and Beckman Capitol Corporation (hereafter collectively refer to as the Discharger) based on provisions of California Water Code Section 13304, which authorizes the California Regional Water Quality Control Board, Central Valley Region (hereafter Regional Board) to issue a Cleanup and Abatement Order (Order).

The Regional Board finds, with respect to the Discharger's acts or failure to act, the following:

**INTRODUCTION**

1. The City of Lodi is the owner and operator of the Lodi sanitary sewer system, a portion of which runs beneath the alleyway between Church and Pleasant Street, immediately south of Pine Street, in Lodi, San Joaquin County (hereafter referred to as the "alleyway sewer line"). The alleyway sewer line received waste, a portion of which was released to the underlying soils and groundwater. The waste originated from dry cleaning operations at Guild Cleaners, Inc. (Guild) located at 17 South Church Street, R & J Cleaners (R & J) located at 218 West Pine Street, Flair Cleaners (Flair) located at 218 West Pine Street and from printing operations conducted at the Lodi News Sentinel located at 212 West Pine Street. The alleyway sewer line and the aforementioned properties constitute the "Site" and are shown in Attachment A, which is made part of this Order. Groundwater in the vicinity of the alleyway sewer line contains concentrations of tetrachloroethene (also known as perchloroethylene or PCE), a common solvent used in dry cleaning and equipment cleaning, and solvent degradation products in excess of water quality objectives (WQO). Soil in the vicinity of the alleyway sewer line contains concentrations of PCE that threatens to further degrade groundwater quality.
2. The City of Lodi is the property owner of the alleyway and the owner and operator of Lodi sanitary sewer system, of which the alleyway sewer line is a part. The City of Lodi operates its sanitary sewer system pursuant to an NPDES permit, # CA0079243, issued by the Regional Board. The City of Lodi is subject to this Order because as

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the owners of the property and as owners and operators of a waste disposal conveyance system the City has caused or permitted waste to be discharged to waters of the state where it has created and threatens to create a condition of pollution or nuisance. The City has had actual or constructive (legally presumed) knowledge of discharges from its sewers, and the ability to prevent further sewer discharges, since at least 1992.

3. Guild is the current property owner of 17 S. Church Street where Guild Cleaners operates. Guild has operated an active dry cleaning facility on the property since 1959. PCE was used as a solvent in dry cleaning operations and from 1959 to 1995, Guild discharged process wastewater containing PCE to the sewer, which thereafter was released to the environment. Guild is subject to the Order because it conducted activities that caused waste to be discharged or deposited into waters of the state where it has created and threatens to create a condition of pollution or nuisance.
4. The Estate of Dwight Alquist is the former owner and operator of Flair. PCE was used as a solvent in dry cleaning operations and from 1957 to 1973, Flair discharged process wastewater containing PCE to the sewer, which thereafter was released to the environment. The Estate of Dwight Alquist is subject to the Order because it conducted activities that caused waste to be discharged or deposited into waters of the state where it has created and threatens to create a condition of pollution or nuisance.
5. The Lodi News Sentinel operated a newspaper printing business from 1945 to 1968 and during that time used solvents and discharged wastewater containing solvents to the alleyway sewer line, which thereafter was released to the environment. The Lodi News Sentinel is subject to the Order because it conducted activities that caused waste to be discharged or deposited into waters of the state where it has created and threatens to create a condition of pollution or nuisance.
6. Odd Fellows Hall Association of Lodi (Odd Fellows) is the current owner of 218 W. Pine Street, the property where R & J and Flair conducted operations that discharged process wastewater containing PCE to the sewer, which thereafter was released to the environment and Beckman Capitol Corporation (Beckman) is the current owner of 212 W. Pine Street, the property on which the Lodi News Sentinel conducted operations discharged wastewater containing solvents to the alleyway sewer line which thereafter was released to the environment. Odd Fellows and Beckman are subject to this Order because as the past and current owners of the property they caused or permitted waste to be discharged to waters of the state where it has created and threatens to create a condition of pollution or nuisance and because they have knowledge of the discharge and the ability to control it.

## BACKGROUND

7. Lodi relies on groundwater for its drinking water. In the late 1980's, PCE and TCE pollution was discovered in several municipal drinking water supply wells in the City of Lodi. In the early 1990's, investigations conducted by the Regional Board under the Well Investigation Program revealed numerous discrete areas where TCE was discharged, or where PCE from dry cleaning operations was discharged to the sewer system. Regional Board staff concluded that PCE had leaked from the sewer to the groundwater.
8. Recent investigations show that wastewater containing solvents disposed by Guild, Lodi News Sentinel, R & J, and Flair to the alleyway sewer line were subsequently discharged to the soil and groundwater due to leaks and sags in the alleyway sewer line itself. The discharges have resulted in soil and groundwater pollution at levels so high that pure liquid phase PCE remains in the soil and groundwater. PCE in the groundwater has been detected as high as 140,000 micrograms/liter ( $\mu\text{g/l}$ ) and PCE has been detected in soil gas as high as 49,000  $\mu\text{g/l}$ . The groundwater pollution extends downgradient over 3,000 feet and has migrated downward to over 150 feet deep below ground surface. The PCE impacted a municipal supply well that was subsequently abandoned. PCE vapor intrusion to indoor air has been documented in two buildings in the Central Plume Area and the potential exists for vapor intrusion to indoor air in other buildings overlying the groundwater plume. This polluted area is referred to as the "Lodi Central Plume Area".
9. In 1997, DTSC and the City of Lodi entered into a "Cooperative Agreement" whereby Lodi assumed a lead role in the cleanup and agreed to pursue legal action against potentially responsible parties (PRPs) to enforce cleanup and to recover the City's legal costs. Lodi agreed that if it were not successful in compelling PRPs to undertake remedial work within 24 months of the effective date of the Cooperative Agreement, the City would perform investigations and install and operate a "downgradient containment and remediation system." Due to the discovery of liquid phase PCE in the soil and groundwater at the Central Plume Area, remedial work other than, or in addition to, that described in the Cooperative Agreement is necessary. In the Cooperative Agreement DTSC provided the City with a covenant not to sue "with respect to claims arising from the City of Lodi's design, construction, operation or maintenance of any storm or sanitary sewer systems." The Regional Board is not a party to the Cooperative Agreement.
10. In 2000, the City initiated legal action in Federal Court against a number of PRPs. The City also began investigations of the extent of contamination and produced a Phase 1 report in September 2001.



11. In October of 2001, Guild Cleaners requested Regional Board oversight for the performance of a Remedial Investigation and Feasibility Study for its area of contamination. The Regional Board, in consultation with DTSC, undertook the requested oversight and Guild has nearly completed its investigations of the extent of PCE in the soil and groundwater. With Regional Board oversight Guild also constructed a pilot-scale soil vapor extraction (SVE) system and extracted over 4,000 pounds of pure phase PCE in the course of a six-week pilot scale study conducted in 2003. Guild is currently pilot testing the feasibility of shallow groundwater remediation by a combination of air-sparging and SVE.
12. Regional Board staff also requested that the City of Lodi repair the leaking, sagging sewer line in the area of the pure phase liquid PCE release near Guild Cleaners. Although PCE is not currently being discharged into the sewer in this area, the repair was necessary to prevent sewer leakage from causing further migration of PCE already present in the soil. In response to the Regional Board staff's request, the City recently slipped-lined that section of the sewer.
13. DTSC has issued an Imminent and Substantial Endangerment Determination and Order and Remedial Action Order (Order), Docket No. I&SE 02/03-024, to Guild Cleaners, Inc.; the Estate of Dwight Alquist; the Lodi News Sentinel; Odd Fellows Hall Association of Lodi; Beckman Capitol Corporation; and others. DTSC did not name the City in its order. The Regional Board has reviewed the DTSC Order and believes that this Cleanup and Abatement Order is consistent with the DTSC Order. Although this Regional Board Order may contain additional and different required actions by the Discharger than the actions required by DTSC's Order, nothing herein shall be construed to contradict DTSC's Order. If any action required by this Regional Board Order of a particular Discharger is impossible to perform because of contrary requirements in DTSC's Order, as determined in writing by the Regional Board's Executive Officer, then that action shall be waived as to that Discharger. Such required action shall not be waived for any other Discharger, and all other required actions shall still be required of all Discharger.

#### **AUTHORITY – LEGAL REQUIREMENTS**

14. The Fourth Edition of the *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins* (hereafter Basin Plan) designates beneficial uses of the waters of the State, establishes water quality objectives (WQOs) to protect these uses, and establishes implementation policies to attain WQOs. The beneficial uses of the groundwater beneath the site are domestic, municipal, industrial, and agricultural supply.
15. The PCE detected at the site is a solvent used in the dry cleaning process and the printing industry. PCE is not naturally occurring. PCE is known to be carcinogenic in experimental animals. Statistically significant increases in the incidence of tumors at

several sites have also been observed in certain studies of workers in the dry-cleaning industry.

16. The PCE detected at the site is a waste as defined in California Water Code Section 13050(d).
17. WQOs listed in the Basin Plan include numeric WQOs, including state drinking water standards, and narrative WQOs, including the narrative toxicity objectives for surface and groundwaters. The numeric standard for PCE to implement the Basin Plan WQO is listed in the following table.

Constituent	Limits	WQO	Reference
PCE	0.06 µg/L	Narrative Toxicity	California Public Health Goal in Drinking Water – Office of Environmental Health Hazard Assessment

µg/L                      Micrograms per liter

18. The concentrations in groundwater exceed the WQO for PCE. The exceedance of applicable WQOs in the Basin Plan constitutes pollution as defined in California Water Code Section 13050. The Discharger has caused or permitted waste to be discharged or deposited where it has discharged to waters of the state and has created, and continues to threaten to create, a condition of pollution or nuisance.
19. The State Water Resources Control Board (State Board) has adopted Resolution No. 92-49, the *Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304*. This Policy sets forth the policies and procedures to be used during an investigation or cleanup of waste and requires that cleanup standards be consistent with State Board Resolution 68-16 (the antidegradation policy). Resolution 92-49 and the Basin Plan establish the cleanup levels to be achieved. Resolution 92-49 requires the waste to be cleaned up to background, or if that is not reasonable, to an alternative level that is the most stringent level that is economically and technologically feasible in accordance with Section 2550.4, Title 23 California Code of Regulations (CCR). Any cleanup level alternative to background must (1) be consistent with the maximum benefit to the people of the state; (2) not unreasonably affect present and anticipated beneficial use of such water; and (3) not result in water quality less than that prescribed in the Basin Plan and applicable Water Quality Control Plans and Policies of the State Board.
20. Section 13304(a) of the California Water Code provides that:

“Any person who has discharged or discharges waste into waters of the state in violation of any waste discharge requirements or other order or prohibition issued by a regional board or the state board, or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or

threatens to create, a condition of pollution or nuisance, shall upon order of the regional board clean up the waste or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including but not limited to, overseeing cleanup and abatement efforts. Upon failure of any person to comply with the cleanup or abatement order, the Attorney General, at the request of the board, shall petition the superior court for that county for the issuance of an injunction requiring the person to comply with the order. In the suit, the court shall have jurisdiction to grant a prohibitory or mandatory injunction, either preliminary or permanent, as the facts may warrant.”

21. Section 13267(b) of the California Water Code provides that:

“In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports.”

The technical reports required by this Order are necessary to assure compliance with this Order. Existing data and information about the site indicates that waste has been discharged or is discharging from the facilities described above and from the City’s sewers, which facilities and sewers are owned or operated, or formerly owned or operated by the Discharger named in this Order.

22. Section 13304(c)(1) of the California Water Code provides that:

“ . . . the person or persons who discharged the waste, discharges the waste, or threatened to cause or permit the discharge of the waste within the meaning of subdivision (a), are liable to that government agency to the extent of the reasonable costs actually incurred in cleaning up the waste, abating the effects of the waste, supervising cleanup or abatement activities, or taking other remedial action. . . ”

23. If the Discharger, or any of them, fail to comply with this Cleanup and Abatement Order, the Executive Officer may request the Attorney General to petition the superior court for the issuance of an injunction.

24. If the Discharger, or any of them, violates this Cleanup and Abatement Order, then the Discharger may be liable civilly in a monetary amount provided by the California Water Code.

25. The issuance of this Order is an enforcement action taken by a regulatory agency and is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21000, et seq.), pursuant to Section 15321(a)(2), Title 14, CCR.
26. Any person affected by this action of the Regional Board may petition the State Board to review the action in accordance with Sections 2050-2068, Title 23, CCR. The State Board must receive the petition within 30 days of the date of this Order. Copies of the law and regulations applicable to filing petitions will be provided upon request and are available at [www.swrcb.ca.gov](http://www.swrcb.ca.gov).
27. The Regional Board held a public hearing on this Order on March 18-19, 2004. The Discharger, or the Discharger's representative(s), and all known interested parties, had the opportunity to submit comments and to be heard. The Board, in a public meeting, heard and considered all comments pertaining to this Order.

### REQUIRED ACTIONS

IT IS HEREBY ORDERED that, pursuant to Section 13304 and Section 13267 of the California Water Code, the City of Lodi, Guild Cleaners, Inc., Estate of Dwight Alquist, Odd Fellows Hall Association of Lodi, the Lodi News Sentinel and Beckman Capitol Corporation shall:

1. Investigate the discharges of waste, clean up the waste and abate the effects of the discharges of waste, forthwith, from the Site, in conformance with the State Board's Resolution No. 92-49 *Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304* and with the Regional Board's *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins* (in particular the Policies and Plans listed within the Control Action Considerations portion of Chapter IV). "Forthwith" means as soon as is reasonably possible. Compliance with this requirement shall include, but not be limited to, completing the tasks listed below.

### REMOVAL ACTIONS

2. By April 26, **2004** Discharger shall present a work plan to perform pilot testing of SVE, or other equally effective cleanup technology, at and in the vicinity of 218 W. Pine Street and 212 W. Pine Street. Within 90 days following completion of the pilot testing, Discharger shall submit a removal action workplan for soil cleanup and a removal action Workplan for source area groundwater cleanup that includes a schedule for implementing the workplans, which shall, after approval by the Regional Board, become part of this Order. Discharger shall continue to implement the work plan entitled *Soil Vapor Extraction and Groundwater Sparging Pilot Test Work Plan*

*Guild Cleaners 17 S. Church Street Lodi, California dated June 19, 2002.*

### INDOOR AIR ASSESSMENT

The Discharger shall complete the following activities by the listed dates:

3. By April 26 **2004**, submit a work plan for sampling and analysis of indoor air in adjacent businesses and residences. The Discharger shall complete the Indoor Air Assessment in accordance with the work plan and the approved time schedule, which shall become part of this Order.
4. Within **45 days** of performing the Indoor Air Assessment, submit two copies of a report describing the preliminary results of the assessment (*Indoor Air Assessment Report*). The report shall also clearly show whether the indoor air in each building tested contains PCE vapors above the acceptable health risk based level, and if so, present a schedule and proposed work plan for the implementation of corrective measures. The report shall assess the potential for PCE vapors in residential indoor air based on the results of the business indoor air sampling and the results of soil gas analyses. The report shall contain a Workplan for sampling and analysis of residential indoor air if the assessment indicates PCE vapors could be present above health based limits. The approved time schedule shall become part of this Order.

### REMEDIAL INVESTIGATION/FEASIBILITY STUDY

5. The Discharger shall conduct a RI/FS for the Site. This RI/FS shall be prepared consistent with the U.S. Environmental Protection Agency's "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988. The purpose of the RI/FS is to assess Site conditions and to evaluate alternatives to the extent necessary to select a remedy appropriate for the Site.
6. RI/FS Workplan. By April 26 **2004**, Discharger shall prepare and submit to the Regional Board and DTSC for review and approval a detailed RI/FS Workplan and implementation schedule that covers all the activities necessary to conduct a complete RI/FS of the Site. The approved time schedule shall become part of this Order.
7. Remedial Investigation (RI) Report. The RI Report shall be prepared and submitted by Discharger to the Regional Board and DTSC for review and approval in accordance with the approved RI/FS workplan schedule.
8. Baseline Health and Ecological Risk Assessment. Discharger shall perform health and ecological risk assessments for the Site. Discharger shall perform health and ecological risk assessments for the Site that meets the requirements of Health and Safety Code section 25356.1.5, subdivision (b). Discharger shall submit a Baseline Health and Ecological Risk Assessment Report within thirty (30) days from the

approval of the RI Report. The report shall be prepared consistent with U.S. EPA and California Environmental Protection Agency guidance and regulations, including as a minimum: Risk Assessment Guidance for Superfund, Volume 1; Human Health Evaluation Manual, December 1989; Superfund Exposure Assessment Manual, April 1988; Risk Assessment Guidance for Superfund, Volume 2, Environmental Evaluation Manual, March 1989; and all other related or relevant policies, practices and guidelines of the California Environmental Protection Agency and policies, practices and guidelines developed by U.S.EPA pursuant to 40 CFR 300.400 et seq.

9. Feasibility Study (FS) Report. The FS Report shall be prepared and submitted by Discharger for review and approval, no later than sixty (60) days from submittal of the RI Report.
10. Public Participation Plan (Community Relations). Discharger shall conduct a baseline community survey and develop a Public Participation Plan (PPP) that describes how, under this Order, the public and adjoining community will be kept informed of activities conducted at the Site and how Discharger will be responding to inquiries from concerned citizens.
11. California Environmental Quality Act (CEQA). Discharger shall provide any information necessary to facilitate compliance with CEQA.

#### REMEDIAL ACTIONS

12. Remedial Action Plan (RAP). Discharger shall prepare and submit a draft RAP. Discharger shall implement a public review process. Within 10 days of closure of the public comment period, Discharger shall submit a written Responsiveness Summary of all written and oral comments presented and received during the public comment period. Within fifteen (15) days following approval of the Responsiveness Summary, Discharger shall modify the RAP in accordance with the Responsiveness Summary and submit a final RAP.
13. Remedial Design (RD). Discharger shall propose a time schedule, to be approved by the Regional Board, for the preparation and submission a RD describing in detail the technical and operational plans for implementation of the final RAP
14. Implementation of Final RAP. Discharger shall implement the final RAP in accordance with the approved schedule in the RD. Within thirty (30) days of completion of field activities, Discharger shall submit an Implementation Report documenting the implementation of the final RAP and RD.
15. Operation and Maintenance (O&M). Discharger shall comply with all O&M requirements in accordance with the final RAP and approved RD. Within thirty (30) days following a written request, Discharger shall prepare and submit for approval an

O&M plan that includes an implementation schedule. Discharger shall implement the plan in accordance with the approved schedule.

16. Five-Year Review. Discharger shall review and reevaluate the remedial action after a period of 5 years from the completion of construction and startup, and every 5 years thereafter as long as the waste remains in place. The review and reevaluation shall be conducted to determine if human health and the environment are being protected by the remedial action. Within thirty (30) calendar days before the end of the 5-year time period, Discharger shall submit a remedial action review workplan for review and approval. Within sixty (60) days of approval of the workplan, Discharger shall implement the workplan and shall submit a comprehensive report of the results of the remedial action review. The report shall describe the results of all sample analyses, tests and other data generated or received by Discharger and evaluate the adequacy of the implemented remedy in protecting public health, safety and the environment. As a result of any review performed under this Section, Discharger may be required to perform additional Work or to modify Work previously performed.
17. Quarterly Summary Reports. Discharger shall submit a Quarterly Summary Report of its activities under the provisions of this Order. The report shall be received by the fifteenth (15th) day of each calendar quarter and shall describe:
  - (a) Specific actions taken by or on behalf of Discharger during the previous calendar quarter;
  - (b) Actions expected to be undertaken during the current calendar quarter;
  - (c) All planned activities for the next calendar quarter;
  - (d) Any requirements under this Order that were not completed;
  - (e) Any problems or anticipated problems in complying with this Order; and
  - (f) All results of sample analyses, tests, and other data generated under this Order during the previous calendar month, and any significant findings from these data.
18. By April 26, **2004**, the Discharger shall submit a *Groundwater Monitoring Program Report* for existing wells and propose any additional wells to be installed for characterizing the VOCs in groundwater for the Regional Board's review. The proposed monitoring program shall include groundwater monitoring and sampling on no less than a quarterly basis. Once a Monitoring and Reporting Program (MRP) is issued by the Executive Officer, the Discharger shall comply with this MRP. The Executive Officer may change this MRP as appropriate.

19. Submittals. Two (2) copies of all submittals and notifications from Discharger required by this Order shall be sent simultaneously to the Regional Board and to DTSC.

#### **GENERAL REQUIREMENTS**

20. All investigation work plans, reports and feasibility studies shall contain the information listed in Attachments B, C, and D, respectively, which are made part of this Order. Work shall be conducted only after Regional Board staff concur with, or approve work plans. All reports shall be submitted with a cover letter from the Discharger.
21. Fourteen days prior to conducting any field work, the Discharger shall submit a Health and Safety Plan that is adequate to ensure worker and public safety during the field activities in accordance with CCR Title 8, Section 5192.
22. As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all reports shall be prepared by, or under the supervision of, a registered professional engineer or geologist and signed by the registered professional. All technical reports submitted by the Discharger shall include a statement signed by the authorized representative certifying under penalty of law that the representative has examined and is familiar with the report and that to his knowledge, the report is true, complete, and accurate.
23. If additional information becomes available that other viable responsible parties exist which have contributed to the pollution in the Lodi Central Plume Area and are not named in this Order, the Regional Board may consider amending this order to include such parties. Such additional information may be submitted by the Discharger if it is available, or may be from other independent sources of information available to Board staff.
24. If the Discharger is unable to perform any activity or submit any document in compliance with the schedule set forth herein, or in compliance with any work schedule submitted pursuant to this Order and approved by the Executive Officer, the Discharger may request, in writing, an extension of the time specified. The extension request shall include justification for the delay. Considering the merits of the justification, the request may be granted by the Executive Officer.
25. Upon startup of any remediation system(s), operate the remediation system(s) continuously, except for periodic and required maintenance. Any interruption in the operation of the remediation system(s), other than for maintenance or emergencies, without prior approval from the Regional Board is a violation of this Order.



26. Optimize remedial systems as needed to improve system efficiency, operating time, and/or pollutant removal rates, and report on the effectiveness of the optimization in the Annual Report.
27. Notify Regional Board staff at least three working days prior to any fieldwork, testing, or sampling.
28. Obtain all local and state permits necessary to fulfill the requirements of this Order prior to beginning the work that requires a permit.
29. Continue any investigation, pilot study, remediation or monitoring activities until such time as the Executive Officer determines that sufficient cleanup has been accomplished, as required by this Order, and this Order has been rescinded.
30. If, in the opinion of the Executive Officer, the Discharger, or any of them, fail to comply with the provisions of this Order, the Executive Officer may refer this matter to the Attorney General for judicial enforcement or may issue a complaint for administrative civil liability.
31. Reimburse the Regional Board for reasonable costs associated with oversight of the cleanup of this Site. Failure to do so shall be considered a violation of this Order.
32. Discharger shall conform all actions required by this Order to all applicable federal, state and local laws and regulations, including but not limited to compliance with all applicable requirements of the Department of Toxic Substances Control. Discharger shall provide copies of all submittals and correspondence to DTSC for its review and comment. When DTSC provides written comments on submittals, Discharger shall address those comments in subsequent submittals.

This Order is effective upon the date of signature.

\_\_\_\_\_  
THOMAS R. PINKOS, Executive Officer

\_\_\_\_\_  
(Date)



Terry Tamminen  
Agency Secretary  
Cal/EPA



# Department of Toxic Substances Control

# RECEIVED

MAR 31 2004

Edwin F. Lowry, Director  
8800 Cal Center Drive  
Sacramento, California 95826-3200



CITY OF LODI

PUBLIC WORKS DEPARTMENT



Arnold Schwarzenegger  
Governor

March 29, 2004

The Honorable Larry Hansen  
Mayor of Lodi  
c/o City Clerk's Office  
P.O. Box 3006  
Lodi, California 95241-1910

RECEIVED

MAR 31 2004

<input checked="" type="checkbox"/> CC	<input type="checkbox"/> HR
<input checked="" type="checkbox"/> CM	<input type="checkbox"/> IS
<input checked="" type="checkbox"/> CA	<input type="checkbox"/> LIB
<input type="checkbox"/> CD	<input type="checkbox"/> PR
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## LODI GROUNDWATER SITE COOPERATIVE AGREEMENT AND ADDITIONAL ACTIONS, LODI, CALIFORNIA

Dear Mayor Hansen:

On February 5, 2004, Mr. Edwin F. Lowry, Director of the Department of Toxic Substances Control (DTSC) sent you a letter clarifying DTSC's enforcement roll for the cleanup of contaminated groundwater in the City of Lodi (City) Area of Contamination (Site). The letter also discussed DTSC's view of the responsibilities that the City has with respect to the site. Additionally, on March 5, 2004, DTSC transmitted to the City a Draft Imminent and Substantial Endangerment Determination and Order and Remedial Action Order (Draft Order) as persons responsible for cleaning up a release of hazardous substances at the Lodi Central Plume Area (LCPA). The Draft Order identifies the City's additional responsibility to participate with other potentially responsible parties to investigate and remediate contamination in the LCPA.

Provided below is clarification regarding DTSC's view of the City's responsibility to conduct work at the Site, and expectations for the timing of completing such work. DTSC's expects the City to conduct work in the following general categories:

### 1) Exhibit A of the 1997 Cooperative Agreement

The City needs to complete work that was started pursuant to its 1997 Cooperative Agreement with DTSC. To meet the Exhibit A requirements of the Cooperative agreement. The objective of Exhibit A was to prevent further plume migration and protect the City water supply. The City developed and obtained DTSC approval for, and began implementing a three phase Initial Site Investigation Work Plan (ISI Work Plan), prepared by Henshaw Associates, Inc. The City completed the ISI work plan, but has yet to complete a substantial amount of the Exhibit A work.

The purpose and scope of the ISI Work Plan was to obtain sufficient soil and groundwater quality data, and supporting hydrogeological data to: identify and evaluate potential soil and groundwater hot spots; establish baseline groundwater quality; delineate the lateral extent of the groundwater plume in the shallow groundwater; and delineate the vertical extent of the Lodi groundwater plume to meet the objectives of the Exhibit A work. This work was to provide the characterization necessary to design and implement a Down Gradient Containment System (DCRS) as outlined in Exhibit A to prevent further migration and protect the City water supply.

In March of 2000, DTSC approved the City's ISI Work Plan and the City started work. In July 2001, the City submitted to DTSC the ISI Phase I Report (ISI Report). DTSC provided written comments on the ISI Report to the City in a letter dated July 30, 2001. DTSC's comments identified recommendations for additional work for the City to do to complete the approved scope of work in the ISI Work Plan. The additional work needed includes, developing, and obtaining approval for implementing a Phase II ISI Work Plan for characterization of the deeper water bearing zones. This and other ISI work remains to be conducted by the City at this point. Please see the enclosed letter from Mr. Fran Forkas dated October 26, 2001. The letter identifies DTSC's comments on the ISI Work Plan and provides the City's response to each.

In addition, the City needs to complete work started pursuant to two ISI Work Plan Addendums, under which the City is conducting an Indoor and Ambient Air Investigation of the Guild Area. The City has partially completed the indoor and ambient air investigation and submitted to DTSC the Draft Indoor and Ambient Air Investigation (Indoor Air Sampling Report) for the Guild Area dated October 24, 2003. The Indoor Air Sampling Report identified buildings in the Guild area that are impacted by volatile organic compounds (VOC) vapors present in indoor air from the contaminated soil and groundwater, and the need to mitigate potential long term health risks to workers or residents using the buildings. DTSC provided comments to the City on the Indoor Air Sampling Report in a letter dated December 12, 2003. DTSC's comments requested that the City complete the scope of work identified in the ISI Work Plan Addendums by conducting indoor air sampling at additional buildings in the Guild area. DTSC also requested that the City notify the impacted building's owners and occupants of the sampling results and the related potential long term health risks. Please note that DTSC would like the City to place a high priority on responding to DTSC's December 12, 2003 letter regarding the City's Indoor and Ambient Air Investigation.

DTSC would also like the City to resume the Quarterly Groundwater Monitoring Program implemented through the ISI Work Plan in December 2000. In mid November 2003, the City's former consultants conducted the fourth quarter (Q4) 2003 groundwater monitoring event. However, the City has not provided DTSC a Q4 2003 Quarterly

Groundwater Monitoring Report (QMR). The QMR was due in January 2004. DTSC requests that the City submit the Q4 QMR to DTSC as soon as possible. Please also note that the Q4 QMR should fully respond to DTSC's comments on the Q3 2003 QMR which were provided to Mr. Richard Prima by Mr. Mike Vivas, DTSC's Project Manager for the Lodi groundwater project at a February 2004 meeting.

In summary, DTSC requests that the City perform the following work that meets the objectives of Exhibit A that was initiated, but not completed: 1) the Initial Site Investigation Work Plan approved by DTSC dated March 3, 2000; 2) the Indoor and Ambient Air Investigation for the Guild Local Area being conducted pursuant to the ISI Work Plan addendums; 3) the quarterly groundwater monitoring program identified in the ISI Work Plan; and 4) appropriate public participation activities for the overall site and for activities conducted by the City.

## **2) August, 2003 Environmental Site Investigation Work Plan**

DTSC requests the City also resume work on the Environmental Site Investigation (ESI) prepared by Magellan Environmental, Inc., which was approved by DTSC and started by the City in November of 2003. The City's work pursuant to the ESI Work Plan was suspended in January, 2004 when the City dismissed the Lodi City Attorney and the technical consultants implementing the ESI Work Plan for the City.

The ESI Work Plan is defense related in nature and the objectives included; a city-wide investigation of the City's sewer system as a potential conduit for contamination released by PRPs; determining the detailed stratigraphy of the shallow and deep aquifer units near the municipal water supply wells; evaluating the vertical extent of groundwater contamination in deeper water bearing zones near existing VOC impacted municipal supply wells; and evaluating the potential presence of contamination on City property where releases due to disposal, leakage, or spillage may have occurred.

The City began implementing the ESI Work Plan in December, 2003 with fieldwork including soil gas and sewer investigation in the North area of Lodi. DTSC requests that the City place a high priority on continuing the ESI work.

## **3) DTSC's Draft Order for the Lodi Central Plume Area**

When issued in its final form, DTSC's Draft Order for the LCPA to the City of Lodi will require the City to make best efforts to communicate, cooperate with, and participate with Performing Parties to complete the scope of work identified in Section V. of DTSC's Order issued to other potentially responsible parties in the LCPA on May 30, 2003 and amended July 9, 2003. The Order requires, among other things, that the Performing

The Honorable Larry Hansen  
March 29, 2004  
Page 4

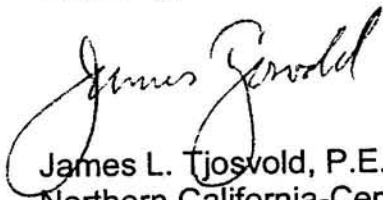
Parties conduct interim removal actions, a Remedial Investigation and Feasibility Study (RI/FS), and prepare and implement a Remedial Action Plan (RAP). DTSC has requested that the City respond in writing to DTSC's Draft Order by April 9, 2004.

In consideration of the fact that all of the above work needs to be completed, and that the City needs to procure appropriate technical consultants, DTSC is willing to consider the possibility that new consultants might recommend consolidating elements of the ISI and ESI Work Plans into a new unified city-wide remedial investigation work plan. To the extent that some of this work can meet the requirements of the work outlined in DTSC's LCPA Order, DTSC encourages the City to work with the Performing Parties through the mediation efforts provided by the court to integrate the ESI and ISI work with the work needed in the LCPA. DTSC believes that this could facilitate an effective, efficient, and comprehensive approach to cleaning up the LCPA.

DTSC requests that the City provide a written response to this letter which considers the City's responsibility to conduct investigation and cleanup work in Lodi, and includes a description of the City's recommended approach to completing the above noted work with a proposed schedule by April 16, 2004. DTSC requests that the City contact DTSC to schedule a technical meeting to discuss these issues prior to submitting a written response by April 16, 2004.

If you would like to schedule a meeting or discuss any questions you have on the letter, please contact Mr. Mike Vivas, P.E., DTSC's Project Manager for the Lodi Groundwater Site at (916) 255-3682.

Sincerely,



James L. Tjosvold, P.E., Chief  
Northern California-Central Cleanup Operations Branch

Enclosure

cc: Odd Fellows Hall Association of Lodi  
218 W. Pine Street  
Lodi, California 95240

The Honorable Larry Hansen  
March 29, 2004  
Page 5

cc: Guild Cleaners, Inc.  
c/o Mr. Jack Alquist  
17 Church Street  
Lodi, California 95241-1910

Estate of Dwight Alquist  
c/o Mr. Steven Meyers  
Downey Brand Attorneys, LLP  
555 Capitol Mall, 10<sup>th</sup> Floor  
Sacramento, California 95814

Lodi News Sentinel, Inc.  
c/o Mr. Fred Weybret  
Registered Agent  
125 N. Church Street  
Lodi, California 95240

Lodi Hotel Investors, Ltd.  
Attention: Mr. Cyrus Youseffi  
1001 6<sup>th</sup> Street, #200  
Sacramento, California 95814

Beckman and Company  
c/o Mr. Millard W. Beckman, President  
404 W. Pine Street  
Lodi, California 95241

Mrs. Angelina Comporato  
1301 S. Church Street  
Lodi, California 95240-5715

Mr. Millard W. Beckman, President  
Beckman Capitol Corporation  
404 W. Pine Street  
Lodi, California 95241



The Honorable Larry Hansen  
March 29, 2004  
Page 6

cc: Mr. Richard Prima, Director  
City of Lodi Public Works Department  
City Hall  
221 West Pine Street  
P.O. Box 3006  
Lodi, California 95241

Mr. Lester Levy, Esq.  
Mediator & Arbitrator  
Settlement Master  
JAMS  
The Resolution Experts  
Two Embarcadero Center, Suite 1100  
San Francisco, California 94111

Mr. Don Robinson  
Deputy Attorney General  
Department of Justice  
300 S. Spring Street, Suite 500  
Los Angeles, California 90015

Mr. Duncan Austin, P.E.  
Regional Water Quality Control Board  
Central Valley Region  
11020 Sun Center Drive  
Rancho Cordova, California 95670-6114

Mr. Derek Wong, Esq.  
Office of Legal Counsel  
Department of Toxic Substances Control  
1001 "I" Street, 23<sup>rd</sup> Floor  
P.O. Box 806  
Sacramento, California 95812-0806

Mr. Steven Becker, R.G., Chief  
Expedited Remedial Action Program Unit  
Northern California-Central Cleanup Operations Branch  
Site Mitigation and Brownfields Reuse Program  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

**TECHNICAL SERVICES TASK ORDER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF LODI  
AND  
TREADWELL & ROLLO, INC.**

THIS TASK ORDER AGREEMENT, hereinafter referred to as "Agreement," made and entered into on this 22<sup>nd</sup> day of April 2004, by and between the City of Lodi, hereinafter referred to as "Client," and Treadwell & Rollo, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Client is proceeding with participation in remediation studies and possible work in connection with PCE and TCE soil and groundwater contamination in Lodi referred to in draft administrative orders from the State of California Regional Water Quality Control Board and Department of Toxics Substances Control, that requires the services of a consultant; and

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to accomplish such work as may be requested by Client;

NOW, THEREFORE, Client and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

Services provided shall be as described in written task orders made pursuant to and referencing this Agreement, but in general shall include engineering and analytical services.

**II. SCOPE OF SERVICES**

Consultant agrees to perform those services described in separate written task orders signed by Client and Consultant. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically described in each task order.

**III. TIME FOR COMPLETION**

The time for completion of work shall be as identified in each task order issued pursuant to this Agreement.

**IV. COMPENSATION**

For services to be performed by Consultant, as described in each task order, Client agrees to pay, and Consultant agrees to accept, compensation as identified in each task order. Consultant shall invoice Client on a time and materials cost basis for services provided under this Agreement in accordance with the Billing Rate Schedule contained in Exhibit A unless task orders specifically indicate otherwise.



Subject to Section XVII of this agreement, Consultant may augment in-house personnel with subconsultants. Hourly rate for subconsultants shall not exceed those for equivalent in-house personnel.

Consultant shall submit invoices for services as prescribed in each task order. Client shall pay such invoices within 30 days after their receipt. If payment is not made within 30 days, interest on the unpaid balance will accrue at a rate of one (1) percent per month compounded monthly.

#### V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of Client. Client shall not direct the work and means for accomplishment of the services and work to be performed hereunder. Client, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof.

Consultant shall perform the Services in a manner consistent with the level of care and skill ordinarily exercised by consultants performing comparable services under comparable circumstances in the general location of the Project Site. Notwithstanding any provision of this Agreement, Consultant makes no representation, warranty or guarantee, express or implied, and expressly disclaims any representations, warranties or guarantees, whether made orally or in writing, and whether made prior to or contemporaneously herewith.

#### VI. OWNERSHIP OF DOCUMENTS

All documents and other materials obtained, prepared, or created by Consultant shall be owned by Client. Consultant shall have the right to retain copies of such materials.

#### VII. NO THIRD PARTY RELIANCE

Consultant and Client agree that all analyses, findings, conclusions and recommendations of Consultant made pursuant to this Agreement are for the sole benefit of Client and may not be relied on by any other person.

#### VIII. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, their directors, officers, and employees from and against claims, damages, losses, and expenses (including reasonable attorneys' fees) whether incurred in a third party action or in an action brought by Client against Consultant to enforce Client's rights under this provision, arising out of performance of the work, provided that any such claim, damage, loss, or expense is caused by negligent acts or omissions of Consultant, any subconsultant employed directly by Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Client agrees to indemnify, defend and save harmless Consultant, its officers, agents and employees, and any subcontractors employed by Consultant incident to this Agreement, from and against all losses, claims, costs, damages, liabilities and other expenses, including reasonable attorneys' fees

(whether incurred in a third party action or in an action brought by Consultant against Client to enforce Consultant's rights under this provision) arising out of (a) material breach or failure to perform any material provision of this Agreement by Client, or (b) the negligence, gross negligence, or willful misconduct of Client.

## IX. HEALTH AND SAFETY

Client assumes all responsibility for the health and safety of all persons affected by the Project Site or the Services, except the Consultant and persons under the direct control, supervision, or direction of the Consultant.

## X. INSURANCE

Consultant shall procure and maintain the following insurance policies, each of which shall provide primary coverage with respect to work performed under this Agreement.

1. Comprehensive General Liability Insurance. Insurance including premises/operations, products/completed operations, blanket contractual, and broad-form property damage liability coverages. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence, and \$2,000,000 per year in aggregate.
2. Automobile Bodily Injury and Property Damage Liability. Insurance covering owned (if any), non-owned, rented, and leased cars. The limit shall not be less than \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability. Insurance as prescribed by applicable law, including liability under the Longshoreman's and Harbor Workers' Act and the Jones Act, if applicable. The employer's liability limit shall not be less than \$1,000,000.
4. Professional Liability Insurance. Insurance covering losses resulting from errors or omissions of the Consultant. The limit of liability shall not be less than \$1,000,000 per claim and in the aggregate.

Should Consultant or any of its officers, employees, or agents be found to have been negligent in the performing of professional services or work, or to have breached any express or implied warranty, breached any representation or any provision of this Agreement, Client, all persons or entities claiming through Client and all persons or entities claiming to have in any way relied upon or been damaged by Consultant's services or work agree that the maximum aggregate amount of the liability of Consultant, its officers, employees and agents shall be limited to the total amount of the fee paid to Consultant by Client for its work performed with respect to the project, or \$500,000, whichever is greater. The Agreement price is predicated on this limitation of liability. Should Client object to this provision, then the Agreement price will be renegotiated by Consultant and Client to account for the increase in Consultant's potential liability. Any objection by Client to this limitation on liability must be conveyed to Consultant before Client's acceptance of this Agreement.

## XI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by either Client or Consultant without the prior written consent of the other.

## XII. BENEFIT

Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.

## XIII. TERMINATION

Client may terminate this Agreement for its convenience. Consultant shall be compensated for work performed to the date of termination including a reasonable amount for profit on work accomplished and cost to terminate work.

In the event Consultant shall persistently fail to perform services and work hereunder in a manner satisfactory to Client, this Agreement may, at Client's option, be terminated. Consultant shall be compensated for completed and useful work performed to the date of termination.

Client or Consultant may terminate this Agreement at any time on 30 days prior written notice to the other party.

This Agreement shall terminate without any action of a party in the event either Client or Consultant becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors.

## XIV. RIGHT OF INSPECTION AND AUDIT

Client shall at reasonable times during the term of this Agreement have reasonable access to inspect and audit project-related documents and other materials resulting from Consultant's activities pursuant to this Agreement. Client shall reimburse Consultant for Consultant's reasonable costs in assisting with any such inspections and audits.

## XV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

No provision of this Agreement shall be construed for or against any party on the basis of its contribution, or lack of contribution, to the drafting of such provision, and the provisions of Section 1654 of the California Civil Code shall have no application to this Agreement. The failure of any party to enforce any provision of this Agreement shall not in any way be construed as a waiver of

any such provision and shall not prevent that party from thereafter enforcing such or any other provision of this Agreement.

#### XVI. NON-BINDING MEDIATION

Any dispute or controversy between the parties relating to this Agreement shall be attempted to be resolved in good faith pursuant to non-binding mediation. The parties shall attempt to select the mediator by mutual agreement. If they are unable to do so within fifteen (15) calendar days from the date the dispute is first identified by the party first to assert a claim, the party first asserting one or more claims shall provide the other party with a written list of names of five (5) potential mediators. The other party shall either select the mediator from such list, or shall provide the other party with a written list of names of five (5) additional potential mediators. The mediator thereupon shall be selected from such list of ten (10) names by the parties alternately striking names from such list, the first party to strike a name being selected by the parties' flip of a coin. The last name remaining to be stricken from the list shall be the mediator. The parties shall proceed to resolve the dispute through non-binding mediation within forty-five (45) calendar days from the date of the mediator's selection, or such longer period as the parties may mutually agree upon. If the parties are unable to resolve the dispute by such means after making every reasonable effort to do so, the parties thereafter may pursue such other remedies as may be available to them under the provisions of this Agreement and pursuant to the laws of the State of California. The paragraph shall not apply to claims made by Consultant pursuant to Mechanics Lien laws.

#### XVII. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

#### XVIII. SUBCONTRACTS

Except with prior written approval of Client, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

#### XIX. NOTICES

Any notice to a party in connection with this Agreement must be in writing and addressed to the party at its address as set forth in the Task Order, or such other address or addresses as to which the parties may notify each other from time to time. Any notices made to Consultant shall be addressed to Consultant's project manager or principal in charge of the project described in the Task Order. All notices made hereunder shall be deemed effective on receipt. Client shall notify Treadwell & Rollo, Inc. by certified mail of any change of ownership or any information provided on the Acceptance of Proposal on Authorization to Proceed. In the event client fails to notify, in writing by certified mail, any changes, Client shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Client's right to proceed, additionally against all successors.

TREADWELL & ROLLO, INC.

CITY OF LODI

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Philip Smith  
Printed Name

\_\_\_\_\_  
H. Dixon Flynn  
Printed Name

\_\_\_\_\_  
Principal  
Title

\_\_\_\_\_  
City Manager  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

attachment

Approved as to form

\_\_\_\_\_  
D. Stephen Schwabauer  
Interim City Attorney

# Exhibit A

## Billing Rate Schedule

<u>Position</u>	<u>Billing Rate</u> <u>(dollars per</u> <u>hour)</u>
Philip Smith	207
Michael McGuirer	184
Dorinda Shipman, Patrick Hubbard	166
David Dixon, Glenn Leong	146
Michael Chamberlain	121
Joshua Graber	106
Other Staff	8% below standard rates

Direct expenses (telephone, reproduction, postage, *etc.*) will be billed at actual cost.

Mileage will be billed at \$0.35 per mile.

Travel time will be included at the appropriate hourly rate either at 50% or one-way only.

Subconsultants as approved by the City will be billed at actual cost plus 10%.

## EQUIPMENT CHARGES

Vans, Trucks	\$13.50/hr	(travel time plus time on site)
Nuclear Moisture-Density Guage	\$12.50/hr	
Special Computer or Analytical Software	\$30.00/hr	
Other Equipment	As approved by City	

**DRAFT**

13 April 2004

City of Lodi Public Works Department  
Attention: Mr. Richard C. Prima, Jr.  
P.O. Box 3006 (221 West Pine Street)  
Lodi, California 95241-1910

Subject Request for Authorization to Proceed with Data Review and Assessment

Dear Mr. Prima:

Thank you for your call yesterday regarding setting up an initial task to review and “come up to speed” with the reports and data accumulated by Lodi regarding soil and groundwater contamination, potentially responsible parties that have contributed to the contamination, and regulatory and legal issues. We are already relatively well-versed in the Central Plume technical issues, but have not addressed other known contaminant sources or other plumes including the West, Busy Bee, South, and North Plumes.

We propose to designate this work as Task 1, Data Review and Assessment. The work will include the following:

- A visit to Lodi to meet with City personnel and attorneys and review the data repository and related files held by the City.
- One meeting with the Regional Water Quality Control Board and another meeting with the Department of Toxic Substances Control to hear their assessments of the technical and regulatory issues and review their files, as needed.
- Compilation of a bibliography of documents and set-up of a working project “library” for documents currently held and those that will be added as we go forward. This would be a subset of the current 25,000-volume records repository maintained in Lodi.
- Preliminary compilation of data appropriate to our work, including tables and plots of contaminant concentrations.
- Review and assessment of key documents.

Our past experience in reviewing extensive data repositories suggests that the use of our time can be maximized by having a senior professional perform a preliminary evaluation and identification of pertinent documents for copying in Lodi or Sacramento (for regulatory agency documents) followed by detailed evaluation in our offices. We will maintain a working library of pertinent documents, while keeping originals in Lodi. Our Administrative Assistant will keep a record of documents reviewed and maintain the working library.

We are requesting a budget of \$25,000 to complete this work, broken down by individual as follows:

**Budget Request**

Data Review and Assessment

Philip Smith, Program Manager .....	\$7,000
Patrick Hubbard, Project Geologist .....	5,000
Dorinda Shipman, Project Hydrogeologist ....	5,000
Michael McGuire, Project Engineer .....	3,000
Staff Geologist/ Engineer.....	3,000
Susan Penn, Administrative Assistant .....	<u>2,000</u>
<b>TOTAL .....</b>	<b>\$25,000</b>

The budget request assumes the following:

- Mr. Smith will spend one day in Lodi to meet with City personnel and attorneys, review the data repository and one day each with the regulatory agencies.
- The Administrative Assistant and a Staff Geologist/ Engineer require approximately 50 hours to set up the working library and prepare a preliminary compilation including tables and plots of PCE concentrations in groundwater
- Four senior professionals (Mr. Smith, Hubbard, and McGuire and Ms. Shipman) use approximately 30 to 40 hours each for review and assessment of the data.

We will only invoice for the number of hours and expenses actually billed, and we will not exceed the budgeted amount without your prior knowledge and authorization. Based on the results of our initial phase of work and the project needs, we will be better able to assess possible additional phases of work and associated costs.

We look forward to beginning this work with you. Please call with any questions.

Sincerely yours,  
TREADWELL & ROLLO, INC.



Philip G. Smith, REA II  
Vice President  
04130401-Lodi.PGS



RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING TECHNICAL SERVICES TASK ORDER  
AGREEMENT WITH TREADWELL AND ROLLO, INC.,  
AND FURTHER APPROPRIATING FUNDS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Technical Services Task Order Agreement with Treadwell and Rollo, Inc., relating to the Environmental Abatement Program; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute Task Orders up to \$100,000.00 and appropriate funds for this project as follows:

\$100,000.00 Water Fund

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



# CITY OF LODI

Agenda Item I-04

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt resolution approving the job specification and salary range for the position of Fire Administrative Captain and provide authorization to fill the position

**MEETING DATE:** April 21, 2004

**SUBMITTED BY:** Joanne Narloch, Human Resources Director

---

**RECOMMENDED ACTION:** That the City Council approve the proposed salary range and attached job specification for Fire Administrative Captain, and provide authorization to fill this position in the current fiscal year.

**BACKGROUND INFORMATION:** A Fire Administrative Captain position has been budgeted for implementation during the 2003-05 budget cycle. To briefly summarize, the Fire Administrative Captain will be a specialist responsible for developing programs in the Fire Department. The types of programs this position will coordinate include: fire prevention and public education activities, enforcement of life and safety codes and ordinances, review of complex building construction and business emergency plans, preparation of grant applications, as well as coordination of training programs. A job specification (Attachment A) for this position is attached for City Council approval. The salary range recommended for this position is the same as that of a non-administrative Fire Captain.

### Fire Administrative Captain

Step A	Step B	Step C	Step D	Step E
4749.94	4987.43	5236.81	5498.65	5773.58

Assuming this position will be approved in FY 04-05, we are just over two months away from implementing this position. At this time we have an employee who is medically precluded from performing his current duties as a Fire Captain. Whenever feasible, in accordance with the ADA, the City strives to find reasonable accommodation for employees. In these situations, one option Human Resources explores is the potential for placing the employee in another available position for which he/she is qualified. By providing authorization to fill this position in the current fiscal year, the City Council will create the opportunity for this individual to compete for the Fire Administrative Captain position.

**APPROVED:** \_\_\_\_\_

H. Dixon Flynn -- City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

**FUNDING:** It is anticipated this position will now be filled at the beginning of June, 2004. Accelerating implementation by four weeks will result in a net cost of appox. \$3,197 for salary and benefits in FY 2003-04. After July 1<sup>st</sup>, 2004 there will be no additional cost since the position is budgeted in FY 2004-05 and will be part of the Department's regular compliment of positions into the future.

The Fire Chief indicates sufficient funds exist in the Department's current staffing budget to cover additional costs presented by implementation of the Fire Administrative Captain position in the current fiscal year.

---

Vicky McAthie, Finance Director

Respectfully submitted,

---

Joanne M. Narloch  
Human Resources Director

cc: Interim City Attorney

APPROVED: \_\_\_\_\_

H. Dixon Flynn -- City Manager

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
JOB SPECIFICATION AND SALARY RANGE FOR FIRE  
ADMINISTRATIVE CAPTAIN AND FURTHER AUTHORIZING  
FILLING THE POSITION IN THE CURRENT FISCAL YEAR

=====

WHEREAS, a Fire Administrative Captain position has been budgeted for implementation during the 2003-05 budget cycle; and; and

WHEREAS, this Fire Administrative Captain position will be a specialist responsible for developing programs in the Fire Department, which include coordinating fire prevention and public education activities, enforcement of life and safety codes and ordinances, review of complex building construction and business emergency plans, and preparation of grant applications, as well as coordination of training programs; and

WHEREAS, the salary range for this position is the same as that of a non-administrative Fire Captain, as follows:

Step A	Step B	Step C	Step D	Step E
\$4,749.94	\$4,987.43	\$5,236.81	\$5,498.65	\$5,773.58

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the job specification as shown on Exhibit A attached and salary range for the position of Fire Administrative Captain; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the filling of this position in the current fiscal year utilizing funds existing in the Fire Department's current staffing budget.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_

## **FIRE ADMINISTRATIVE CAPTAIN**

### **DEFINITION:**

Under general direction of the Fire Division Chief, develops, coordinates and/or administers a variety of departmental programs and activities. Assists in planning, organizing and directing activities of the Fire Department in an administrative capacity.

### **DISTINGUISHING CHARACTERISTICS:**

The Fire Administrative Captain is assigned to Fire Administration and oversees various departmental programs such as fire prevention and training. Whereas the Fire Captain is assigned to suppression and supervises line personnel.

### **EXAMPLES OF DUTIES:**

Duties may include, but are not limited to, the following:

- Assists in the development and implementation of policies and procedures;
- Develops, coordinates and participates in the activities of the fire safety public education section of the Fire Prevention Bureau throughout the community;
- Reviews and approves complex and technical building construction plans such as commercial buildings, manufacturing plants, and hospitals for compliance with fire and life safety codes;
- Inspects complex operations, processes, devices, and equipment such as fire protection systems and hydrant distribution systems requiring the inspection or approval of the Fire Prevention Bureau;
- Evaluates information provided on disclosure forms, issues permits, and assigns fees; interprets policies, procedures, and documents relating to chemicals and requirements of disclosure laws; determines if business emergency plan is required; reviews, evaluates and processes business emergency plans;
- Provides technical assistance to fire companies and hazardous materials response teams; develops procedures; coordinates hazardous materials disclosure program with fire inspections conducted and issued by engine companies;
- Researches and applies for funded grants and administers process for grants and accompanying documentation;
- Works with other governmental agencies and interested parties in the following areas: developing codes and ordinances for compliance and enforcement of building and fire codes and standards, the building development and planning process for more difficult projects; weed and rubbish abatement; and hazardous material disclosure and enforcement;

EXAMPLES OF DUTIES (continued):

- Serves as staff program manager in areas such as fire prevention, special operations, medical services and other related programs; recommends goals and objectives;
- Prepares, directs and coordinates training programs; reviews and assesses training needs and available programs; oversees and coordinates the attendance of departmental staff at training programs and seminars; researches policies and procedures related to training activities;
- Assists in the development of monthly training calendars and bulletins, monthly training schedules for company training and special courses;
- Develops and revises course outlines, lesson plans, standard operating guidelines, information sheets, audio-visual aides, examinations and other training materials;
- Interprets fire prevention, operations and training policies and procedures;
- Prepares and reviews forms, reports, schedules, recommendations and other administrative records related to fire suppression, training or other special programs as assigned;
- Assist in the development and administration of the approved budget;
- Conducts investigations to determine origin and cause of fires and performs criminal investigations;
- Performs related work as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Local, state and federal laws, ordinances and regulations regarding fire protection, building codes, and hazardous materials;
- Laws of arrest, rules of evidence and courtroom procedure;
- Principles, techniques, strategy, materials and equipment used in fire suppression, investigation and prevention, rescues and related emergency response;
- Department rules, regulations and standard operation policies and procedures;
- Principles and practices of organization, administration, budget, project management and personnel management;
- Principles and practices of training in the areas of emergency medical care and disaster management, fire suppression and rescue;
- Principles and practices of fire and life safety inspection, enforcement work and hazardous materials disclosure including their relationship to fire ground operations;
- Principles and practices of employee supervision, including selection, training, work evaluation and discipline;
- Modern office procedures, methods and computer equipment;
- Principles and practices of budget preparation and administration;
- Principles and practices of reporting and record keeping;
- Safety practices and precautions pertaining to the work.

MINIMUM QUALIFICATIONS (continued):

Ability to:

- Organize, schedule, assign, and review the work of others;
- Analyze emergency response and operations problems, develop sound alternatives, and make effective decisions under emergency circumstances;
- Analyze facts and make sound recommendations;
- Communicate clearly and concisely, both orally and in writing;
- Use and operate a personal computer, software and peripheral equipment;
- Develop, implement, apply, coordinate and evaluate a multitude of training programs that meet the needs of the department;
- Understand, interpret and apply Uniform Fire Code, Health and Safety Code, Uniform Building Code, and other local laws and ordinances, and state and federal laws and regulations;
- Plan, administer, coordinate and supervise fire prevention and public education programs for the general public, civic groups, schools and private industry;
- Read and comprehend construction drawings and specifications and detect necessary changes to bring into compliance with appropriate building and fire codes;
- Establish and maintain effective working relationships with employees, officials and the public;
- Maintain accurate records and prepare clear and concise reports and other written materials.

EDUCATION AND EXPERIENCE:

Any combination equivalent to education and experience that would likely provide the required knowledge and abilities would be qualifying. A typical combination is:

Education:

- Equivalent to completion of high school.
- College level Fire Science course work is desirable.

Experience:

Five years of fire fighting experience.

LICENSES AND CERTIFICATES:

- Possession of the appropriate Commercial Driver's License with endorsements, as mandated by the California Commercial Vehicle Code.
- Certification as an Emergency First Responder.
- Completion of all coursework necessary for Certification as a State of California Fire Officer.
- Certification as a City of Lodi Fire Engineer.
- If assigned to Fire Prevention must obtain within 12 months of appointment the Penal Code 832 certificate and California Fire Prevention Officer Level II certificate.

OTHER REQUIREMENTS:

- Participation in the Lodi Fire Department Physical Fitness Program.
- It is a condition of employment that any fire service employee hired into the Fire Department, not use tobacco in any form.





## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving the Renewal of the Renegotiated Fire Emergency Services Dispatch Agreement with the Stockton Fire Department

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Michael E. Pretz, Fire Chief

**RECOMMENDED ACTION:** That Council adopts a resolution approving the renewal of the renegotiated Fire Emergency Services Dispatch Agreement with the Stockton Fire Department.

**BACKGROUND INFORMATION:** In May 2003, the City of Stockton gave notice that they would be terminating the current Emergency Services Dispatch Agreement that has been in use since April 2000. This termination was due in part to unavoidable fiscal restraints and the Stockton City Council's desire to recover reasonable expenses for providing dispatch services. The new agreement is an increase in overall cost to the City of Lodi. The base rate for dispatching calls will increase from \$10.37 per call to \$26.06 per call. However, the increase will be phased in over three years. Year 1(2004-05) cost is 75% of the base rate, Year 2 (2005-06) is 90% of the base rate and Year 3 (2006-07) is 100% of the base rate.

The methodology for calculating the base rate will be "service cost" divided by "call volume". In 2003, the Lodi Fire Department answered 4,316 calls for assistance. The base rate will be adjusted annually and fire departments will have the ability to review and question costs. The City of Lodi appropriated \$67,500 for dispatching services, including radio maintenance fees in 2003-04. The Year 1 (2004-05) increase will be approximately \$41,000 and was not included in the 2004-05 budget estimates; however, staff will insert this as an adjustment to the budget in 2004-05.

Before recommending adoption of this resolution, staff researched the cost of moving back to Lodi Police Department dispatch center, as well as other dispatching agencies. Initial cost estimates to provide the same type of dispatch services are near \$500,000 per year. These costs include additional dispatchers, training, equipment, as well as other associated costs.

**FUNDING:** General Fund

\_\_\_\_\_  
Michael E. Pretz, Fire Chief

MEP/lh

Attachment

cc: D. Stephen Schwabauer, Interim City Attorney

APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager

## EMERGENCY DISPATCH SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the CITY OF STOCKTON, a municipal corporation, hereinafter designated "CITY," and the CITY OF LODI, hereinafter designated "LODI."

### WITNESSETH:

WHEREAS, CITY desires to enter into an agreement with LODI to provide emergency dispatch services to LODI through the Stockton Fire Department (SFD) Regional Fire and Emergency Medical Dispatch Center located at 110 West Sonora Street, Stockton, California.

NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

#### 1. DEFINITIONS:

a. **FIRE DEPARTMENT** is defined by this AGREEMENT as a private, non-profit, or public organization that provides fire protection and emergency services within a specific geographical area.

b. **BASE RATE** is defined by this AGREEMENT as the dollar value determined by dividing the projected expenses to operate the SFD Regional Fire and Emergency Medical Dispatch Center during the current fiscal year, as determined by the CITY, by the total number of dispatches for the previous calendar year.

c. **BASE RATE ADJUSTMENT** is defined by this AGREEMENT as an annual adjustment in the Base Rate determined by CITY for each subsequent fiscal year to ensure that LODI is accurately charged by CITY for all costs and services provided to LODI.

d. **DISPATCH** is defined by this AGREEMENT as a call for service which generates an incident number and the assignment of emergency response vehicle(s) and crew(s) to the incident. For a multi-jurisdictional or multi-agency response to an incident, each jurisdictional entity or agency assigned to an incident incurs one dispatch.

e. **EMERGENCY DISPATCH SERVICES** are defined by this AGREEMENT as the following duties:

- 1) Receive emergency calls for service from the public on 9-1-1, emergency and non-emergency telephone lines.
- 2) Utilize a method approved by CITY and any regulating authorities for call interrogation and prioritization.
- 3) Provide pre-arrival instructions, as appropriate.
- 4) Dispatch such calls for the appropriate jurisdiction or agency by voice and/or data methods utilizing standard operating policies and procedures.
- 5) Track the availability of emergency resources.
- 6) Electronically record telephone calls and radio transmissions involving incidents occurring in LODI jurisdiction.
- 7) Provide generic Computer-Aided Dispatch reports and statistics, as requested. Provide read-only dispatch data access to facilitate the function of LODI incident report management computer programs. LODI is responsible for any data-linking computer hardware and/or programming costs.
- 8) Strive to meet or exceed any local, state, or national standards concerning call processing times or quality improvement.

f. **RESPONSE LEVEL ASSIGNMENTS** are defined by this AGREEMENT as the number and type of emergency response vehicle(s) and crew(s) assigned to a specific incident.

## 2. SERVICE AND RESPONSIBILITIES:

a. CITY will provide emergency dispatch services to LODI. Such services shall be afforded at a level equivalent to that provided for similar incidents within the incorporated area of CITY and consistent with any required regulating authority. This service is for emergency incidents only and does not include dispatch services for non-emergency or interfacility patient transfers calls. CITY shall be responsible for the operation and supervision of, and will provide plant facilities for, personnel and common equipment necessary for the SFD Regional Fire and Medical Dispatch Center on a 24-hour-per-day basis. Excluded from common communications equipment are certain items which benefit only one participant, agency, or group of agencies, including listed business and emergency telephone lines, radios and other related communications equipment.

b. It shall be the responsibility of CITY to receive calls for assistance and to transmit them to LODI utilizing standard operating procedures.

c. Upon notification, the provision of all necessary dispatch information and acknowledgment by CITY, LODI shall assume sole responsibility for the disposition of its resources and shall be responsible for any necessary reports.

d. LODI shall be responsible for the disposition of its own business calls unless other contractual arrangements are made. CITY will, however, make a reasonable attempt to relay to LODI any business calls received by the SFD Regional Fire and Emergency Medical Dispatch Center.

e. LODI shall provide CITY and maintain response level assignments necessary for emergency dispatch service. The provision and accuracy of this information and all subsequent information shall be the sole responsibility of LODI.

### 3. PAYMENT FOR SERVICES:

a. Commencing the first day of the month in which this AGREEMENT is executed, and continuing each month thereafter, CITY will: (1) count the total number of dispatches for LODI during the prior month; (2) multiply that number by the appropriate Base Rate, to arrive at the monthly dispatch fee to be paid by LODI to CITY. CITY will issue an invoice for the monthly dispatch fee amount, as determined hereinabove. Payment shall be made by LODI to CITY by the due date stated on the invoice and to the address specified on the invoice. The invoice date will correspond to the date the invoice is mailed from the Administrative Services Department of CITY and the due date will be forty-five (45) days after the invoice date.

b. LODI will be considered delinquent if payment of any invoice has not been received by CITY on or before the due date stated on the invoice. A late payment penalty of five percent (5%) of the unpaid, delinquent amount will be added to the LODI's account plus one percent (1%) per month for each month the payment is delinquent. LODI agrees to compensate CITY for all fees and costs incurred during any delinquency period in addition to all invoiced dispatch charges.

c. A BASE RATE ADJUSTMENT will be determined by CITY for each subsequent fiscal year, after this AGREEMENT has been executed by the respective parties, in order for CITY to recover the full cost of dispatch services incurred by LODI. The intent of this annual rate adjustment is to establish a new Base Rate for each subsequent fiscal year based on the SFD Regional Fire and EMS Dispatch Center's adopted budget for that fiscal year divided by the total number of dispatches during the prior calendar year. The new Base Rate for each fiscal year shall be effective July 1. If CITY's calculation of the Base Rate adjustment is not available in time for the July billing, the prior fiscal year Base Rate shall be used in monthly billing until such time as the new Base Rate is available.

d. The Base Rate commencing the first day of the month in which this AGREEMENT is executed, and for the remainder of Fiscal Year 2003-2004 shall be 75% of the Base Rate, as defined in Section 1(b) above; the rate to be charged for Fiscal Year 2004-05 shall be 75% of the Adjusted Base Rate calculated for Fiscal Year 2004-05 (effective July 1, 2004) as described in Section 3(c) above; and the rate to be charged for Fiscal Year 2005-06 (effective July 1, 2005), shall be 90% of the Adjusted Base Rate calculated for Fiscal Year 2005-2006. The rate to be charged for Fiscal Year 2006-07 (effective July 1, 2006), and annually thereafter shall be 100% of the Adjusted Base Rate.

e. ADDITIONAL CHARGES will be applied to LODI if the provision of dispatch services by CITY require the use of services and equipment that are not included in the Base Rate. Additional charges will apply to LODI on a proportional basis with any other participant, agency, or group of agencies who require the use of these services and equipment. These services and equipment include, but are not limited to the provision of dispatch services for non-emergency/inter-facility transportation, the use of automatic vehicle location equipment or other services not specifically defined by this AGREEMENT. The budgeted amount for these services and equipment divided by total number of incidents incurred by the common participant, agency, or group of agencies will determine the additional charge applied to each user entity. Notwithstanding the language herein regarding additional charges that will be applied to LODI, the CITY shall meet and confer with LODI prior to applying any additional charges to the LODI.

#### 4. DISPUTES OF PAYMENT FOR SERVICE:

a. In the event that LODI disputes the total number of dispatches to be multiplied by the Base Rate to determine payment for service by CITY, LODI must provide a written notice to the Manager of the SFD Regional Fire and Emergency Medical Dispatch Center delineating the specific evidence as to why a dispatch or dispatches should be excluded from the total number of dispatches charged to LODI in a given month. Concurrently, a copy of this notice must also be sent to the CITY's Administrative Services Department at the address on the invoice. CITY may modify the total number of dispatches charged to LODI based on the reasonable evidence provided to the Manager of the SFD Regional Fire and Emergency Medical Dispatch Center by LODI representatives.

b. Any written notice disputing the total number of dispatches to be charged to LODI by CITY must be presented to the Manager of the SFD Regional Fire and Emergency Medical Dispatch Center no later than the due date of the invoice for the disputed charges. If no written notice is received by the Manager of the Regional Fire and Emergency Medical Dispatch Center by the due date on the invoice, CITY will conclude that LODI concurs with the total number of dispatches to be charged to LODI in a given month.

c. Payment of all undisputed charges must be made by the due date stated on the invoice or payment will be considered delinquent. Further, once a payment is considered delinquent, late payment penalties and termination provisions as set forth in Sections 3(b) above and 5(c) below will apply.

d. The Manager of the SFD Regional Fire and Emergency Medical Dispatch Center will cause a review to be performed of the specific evidence provided by LODI on the disputed dispatches charged. The disputed dispatch charges may be upheld, reduced, or modified based on the findings of the review.

e. The decision of the Stockton Fire Chief regarding any disputed dispatch charges shall be final and binding.

#### 5. TERM OF AGREEMENT AND TERMINATION PROCEDURES:

a. This AGREEMENT shall remain in effect until terminated. This AGREEMENT will automatically renew every calendar year unless either party requests this AGREEMENT be terminated. This AGREEMENT may be terminated by either party without cause upon the giving of one (1) year notice.

b. This AGREEMENT may be terminated without complying with the one (1) year notice requirement for the sole cause of nonperformance by the other party.

c. CITY may terminate this AGREEMENT after providing written notice to LODI that payment of any invoice for emergency dispatch services has become delinquent, as defined in Section 3(b), and remains delinquent for a period of thirty (30) calendar days after the due date stated on the invoice.

#### 6. CITY SERVICE TO OTHER AGENCIES:

It is understood that CITY is offering dispatch service, and that this AGREEMENT in no way is intended to prevent CITY from offering its service to other agencies or to limit the terms of CITY'S service to other agencies.

#### 7. INDEPENDENT CONTRACTOR:

CITY shall serve as an independent contractor in performing the services provided for under this AGREEMENT and shall be responsible for Workers' Compensation and other obligations consistent with that status. In no event shall CITY be responsible for any Workers' Compensation or other obligations of LODI.

#### 8. INDEMNIFICATION:

a. CITY shall not be liable to LODI or any person or persons acting for or under it for any deaths or injuries received or claimed, unless any such liability arises by virtue of negligence or intentional acts by CITY, its officers, agents, or employees.

LODI shall indemnify and hold CITY, its officers, agents and employees harmless from and defend against any and all claims arising from the sole negligence of LODI or LODI's officers, or employees, in the performance of this AGREEMENT.

b. CITY shall indemnify and hold LODI, its officers, agents and employees harmless from and defend against any and all claims arising from the sole negligence of CITY or CITY's officers, or employees, in the performance of this AGREEMENT.

9. INSURANCE:

LODI shall secure and maintain at its own expense during the life of this AGREEMENT Workers' Compensation and other insurance coverages in the forms and amounts set forth in the attached Exhibit A, which is incorporated herein by reference.

10. LICENSING:

LODI covenants that it has all licenses, permits, qualifications, and approvals of whatsoever nature as are legally required for LODI to practice its profession; and that LODI shall at its sole cost and expense, keep in effect at all times during the term of this AGREEMENT any and all such licenses, permits and approvals.

11. NOTICES:

Any notice, tender, delivery, requests for payment or notice to be given hereunder by either party to the other may be effected by personal delivery, in writing, or by mail, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by delivery of written notice in accordance with this paragraph:

TO CITY: City of Stockton  
Fire Department  
425 N. El Dorado Street  
Stockton, CA 95202-1997

TO: Fire Chief Michael Pretz  
City of Lodi, 221 W. Pine Street  
P.O. Box 3006  
LODI, CA 95241-1910

12. ATTORNEY'S FEES:

In the event any dispute between the parties arises under or regarding this AGREEMENT, the prevailing party in any litigation of the dispute shall be entitled to recover reasonable attorney's fees and costs from the party who does not prevail as determined by a court of competent jurisdiction.

13. APPLICABLE LAW:

This AGREEMENT shall be governed by the laws of the State California.

14. SEVERABILITY:

The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of any other provision of this AGREEMENT.

15. CAPTIONS:

The captions of the sections and subsections of this AGREEMENT are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

16. ENTIRE AGREEMENT:

This AGREEMENT represents the entire and integrated AGREEMENT between CITY and LODI and supersedes all prior negotiations, representations, or AGREEMENTS, either written or oral. This AGREEMENT may be amended only by written instrument signed by CITY and LODI.

17. AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the parties to execute this AGREEMENT.

18. EFFECTIVE DATE OF SERVICE:

The Dispatching Service that is the subject of this contract shall become effective on \_\_\_\_\_, 2004.



IN WITNESS WHEREOF, this AGREEMENT has been executed by the respective parties hereto through their respective authorized officers the day and year first above written.

ATTEST:

KATHERINE GONG MEISSNER  
CITY CLERK

By \_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By \_\_\_\_\_  
Michael T. Rishwain  
Assistant City Attorney

CITY OF STOCKTON, a municipal  
corporation ("CITY")

By \_\_\_\_\_  
Mark Lewis, City Manager

CITY OF LODI  
("LODI")

By \_\_\_\_\_  
H. Dixon Flynn, Lodi City Manager

APPROVED AS TO FORM  
LODI CITY ATTORNEY

By \_\_\_\_\_  
Steven Schwabauer

## EXHIBIT A

### **INSURANCE REQUIREMENTS**

LODI shall procure and maintain for the duration of the contract insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LODI, its agents, representatives or employees.

#### Minimum Limits of Insurance

LODI shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by State law.

#### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

#### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of LODI; premises owned, occupied or used by LODI; and automobiles owned, leased, hired or borrowed by LODI. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.

2. For any claims related to this project, LODI's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of LODI's insurance and shall not contribute with it.
3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.
4. LODI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

#### Subcontractors

Before permitting any subcontractors to perform work under this Contract, LODI shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by LODI as may be applied to each subcontractor's work.

#### Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

#### Verification of Coverage

LODI shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, LODI shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Contract.

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
RENEWAL OF THE RENEGOTIATED FIRE EMERGENCY  
SERVICES DISPATCH AGREEMENT WITH THE STOCKTON  
FIRE DEPARTMENT AND FURTHER AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF  
THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby  
approve the renewal of the renegotiated Fire Emergency Services Dispatch agreement  
with the Stockton Fire Department; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and  
directed to execute the agreement on behalf of the City of Lodi.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the  
City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following  
vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving the Joint Venture Agreement between the City of Lodi, City of Stockton, American Medical Response, and A-1 Ambulance

**MEETING DATE:** April 21, 2004

**PREPARED BY:** Michael E. Pretz, Fire Chief

**RECOMMENDED ACTION:** That City Council adopts a resolution authorizing the City Manager to sign the Joint Venture Agreement between the City of Lodi, City of Stockton, American Medical Response and A-1 Ambulance. This Joint Venture Agreement will allow the City of Lodi, City of Stockton, American Medical Response and A-1 Ambulance to work together to prepare a response to a County Request for Proposal (RFP) to form an exclusive operating area for ambulance transportation.

**BACKGROUND INFORMATION:** At the January 27, 2004, shirtsleeve session Chief Pretz briefed Council on the status of the County's EMS and ambulance situation. The Chief subsequently has met with Stockton Fire Department, AMR and A-1 representatives to discuss a joint venture. The Fire Department has been directed by City Council to implement a paramedic program, pending budget approval. Council further directed the Fire Department to develop a public/private partnership for the provision of paramedic services and emergency medical transportation. The San Joaquin County Board of Supervisors has directed the County Emergency Medical Service Agency (SJCEMSA) to establish a process to re-design the ambulance transport criteria to allow exclusive operating areas (EOA) for ambulance zones 1,2,3,4, and 5. Further, the Board of Supervisors had directed the SJEMSA to prepare an amendment to the EMS Plan to establish EOA's for ambulance zones 1-5 for submission to the California Emergency Medical Services Authority (CA EMSA). The City of Lodi is in Zone 4.

Members of the City of Stockton Fire Department (SFD) and City of Lodi Fire Department (LFD) have held several discussions concerning the RFP process and an appropriate response to the RFP. Several areas were studied to determine the best approach to providing emergency medical services to our respective communities. These areas of concern are:

- Offsetting revenue for fire department first response
- Local control of ambulance resources
- On-going training and skill maintenance
- Response time compliance
- System resource capability

APPROVED: \_\_\_\_\_  
H. Dixon Flynn, City Manager

The City of Lodi Fire Department believes that the best way to respond to the ambulance re-design RFP is to form a contractual agreement with the City of Stockton, American Medical Response, and A-1 Ambulance Service. We believe this public/private partnership is the most stable and reliable method to continue providing emergency medical services to our community and will also be successful in bidding for the EOA contract.

In addition, staff has included a copy of the joint venture agreement. At this juncture, fire department staff is requesting Council approve the Joint Venture Agreement with our partners.

**FUNDING:** None

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Michael E. Pretz, Fire Chief

MEP/lh

Attachments

cc: D. Stephen Schwabauer, Interim City Attorney



## JOINT VENTURE AGREEMENT

The purpose of this document is to establish a Joint Venture Agreement between the City of Stockton, specifically the Stockton Fire Department (SFD), the City of Lodi, specifically the Lodi Fire Department (LFD), the City of Tracy, specifically the Tracy Fire Department (TFD), American Medical Response (AMR) Incorporated and A-One Ambulance Service (A-One) (Collectively referred to as the “Parties”). The terms of this framework will be refined into an operating agreement between the parties if the contract contemplated below is awarded to the parties.

1. The parties to this agreement will jointly submit a response to the San Joaquin County Request For Proposal (RFP) for the award of exclusive rights to emergency and non-emergency ambulance transportation within the areas known as Ambulance Zones 1, 2, 3, 4, and 5. The emergency and non-emergency transportation program is administered through the San Joaquin County Emergency Medical Services Agency (SJCEMSA). Except as set forth below, the response to the RFP will allow each signatory to provide non-emergency ambulance transportation within their own zones. AMR and A-One will be exclusively responsible for non-emergency interfacility transfers, critical care transfers, long distance transfers, scheduled wait and returns and HMO/PPO contractual agreements. The parties to this agreement may participate in transfers or calls arising out of the following non-emergency activities:
  - a. City sponsored events
  - b. Memorials
  - c. Emergency Department Requests
  - d. Requests from city employees and families
  - e. AMR/A-One Requests
  - f. Police and Fire Events
  - g. Sporting and entertainment events
2. The following parameters will be a part of the operating agreement between these parties in the final RFP proposal submitted by the joint venture;
  - a. The parties shall jointly recommend to the respective Fire Chiefs of each city the minimum number of dedicated 911 ambulances required to service that zone and the placement of ambulance stations throughout their respective areas currently known as Ambulance Zones 1, 2, 3, 4, and 5. The Fire Chiefs shall not unreasonably reject the recommendation of the parties.
  - b. The implementation schedule of 9-1-1 dedicated emergency ambulances specifically within the areas known as Ambulance Zones 1, 2 and 3 by SFD, AMR, and A-One will be as follows:
    - i. Initially and continuing, SFD and AMR shall each place into service an equal and even number of ALS ambulance units. A-One shall place one ALS ambulance unit in service.



- ii. Any additional increase in emergency ambulance resource needs shall be alternated between the three parties for implementation with SFD having the first right of refusal, AMR having the second and A-One having the third. The schedule for resource increases will continue through the life of the operating agreement between each provider. The order of the right of refusal will rotate between the parties to maintain parity. A-One ambulance service may expand to a total of two (2) ambulance units.
3. The number of non-emergency ambulance resources within the area known as Ambulance Zones 1, 2, 3, 4, and 5 will be determined by need.
4. The parties shall equally participate in the RFP process. If any party withdraws from the joint venture prior to an award of contract from the SJCEMSA or accepts an offer from another bidder to compete for the same service area, that party will be precluded from bidding in the San Joaquin County RFP for ambulance services.
5. Any disagreements arising from interpretation or implementation of the operating agreement between the parties shall be resolved by expedited mediation/arbitration before a mutually agreed-upon neutral party following efforts between parties to resolve the dispute informally.
6. It is understood and agreed that all of the fees and in-kind services paid or provided to the cities as part of this agreement shall be subject to the acknowledgement and approval of same in the RFP award, and in addition, that these payments and services shall be in accordance with all regulatory requirements and as otherwise permitted by the EMS contract.
7. All parties of this agreement agree to include as part of the RFP proposal ambulance transportation fee structure, Advanced Life Support (ALS) and Basic Life Support (BLS) first responder funding and regional emergency medical dispatch funding when a party of this agreement provides such services.
  - a. The ambulance provider stationed in the greater Lodi area will be responsible for first responder fees to the City of Lodi for the provision of that service. ALS first responder fees will cover the marginal cost to upgrade from the Emergency Medical Technician (EMT) level to ALS. BLS first responder fees will cover the marginal cost for the provision of EMT level service.
  - b. The ambulance provider stationed in the greater Tracy area will be responsible for first responder fees to the City of Tracy for the provision of that service. ALS first responder fees will cover the marginal cost to upgrade from the Emergency Medical Technician (EMT) level to ALS. BLS first responder fees will cover the marginal cost for the provision of EMT level service.
  - c. Ambulance provider(s) stationed in the greater Stockton area will be responsible for first responder fees to the City of Stockton for the provision of that service. ALS first responder fees will cover the marginal cost to upgrade from the Emergency Medical Technician (EMT) level to ALS. BLS first responder fees will cover the marginal cost for the provision of EMT level service.





- d. Marginal cost examples include, but are not limited to, the following:
    - i. ALS equipment for first responder engine/truck companies.
    - ii. ALS supplies as mandated by the EMSA.
    - iii. Additional compensation necessary to maintain paramedic and EMT status based on agreed upon amounts between the providers.
8. All emergency calls for service shall be turned over to the 911-dispatch center for Emergency Medical Dispatch (EMD) and the call will be assigned to the closest ambulance to the response area.
9. AMR, through its Northern California Training Institute (NCTI), will provide three (3) annual Paramedic tuition scholarships to employees of the parties of this agreement. In addition, AMR and SFD will assist LFD and TFD in the field internship phases of paramedic training.
10. If requested by LFD, AMR shall provide a Supplemental Transportation Resource (STAR) Unit to be manned by LFD personnel in accordance with an agreed upon criteria and reimbursement rate for unit activation.
  - a. AMR will initially provide a predetermined amount of ambulance units in service in the area known as Ambulance Zone 4. Should the Lodi City Council direct the LFD to provide emergency ambulance transportation, and if additional ambulance resources are needed after review, additional ambulance resources shall be alternated between LFD and AMR, with LFD having the first right of refusal. The schedule for resource increases will continue throughout the life of the operating agreement between each provider.
11. As may be desired by TFD, AMR shall provide a Supplemental Transportation Resource (STAR) Unit to be manned by TFD personnel in accordance with an agreed upon criteria and reimbursement rate for unit activation.
  - a. AMR will initially provide a predetermined amount of ambulance units in service in the area known as Ambulance Zone 5. Should the Tracy City Council direct the TFD to provide emergency ambulance transportation, and if additional ambulance resources are needed after review, additional ambulance resources shall be alternated between TFD and AMR, with TFD having the first right of refusal. The schedule of resource increases will continue throughout the life of the operating agreement between each provider.
12. All parties to this agreement will make their San Joaquin County continuing education classes available to all employees of the parties at not cost.
13. AMR, through its national network of vendors for medical supplies and durable medical equipment, will extend its pricing, to all parties of this agreement.
14. All parties to this agreement who provide ambulance transportation services, will restock first responder engine's medical supplies on a one-for-one exchange basis following each response.



**EXHIBIT A**

15. It is understood that this joint venture agreement takes effect upon signing the below signature line. This agreement will remain in effect (1) throughout the RFP process or until the “joint venture” is awarded the San Joaquin County contract for exclusive ambulance services, and then (2) for the duration of the San Joaquin County contract for exclusive ambulance services.

THE FOREGOING IS ACCEPTED:

\_\_\_\_\_  
DATED

\_\_\_\_\_  
AMERICAN MEDICAL RESPONSE, INC.

\_\_\_\_\_  
DATED

\_\_\_\_\_  
MEDICAL TRANSPORTATION, INC.  
DBA A-ONE AMBULANCE SERVICE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
CITY OF STOCKTON

\_\_\_\_\_  
DATED

\_\_\_\_\_  
CITY OF LODI

\_\_\_\_\_  
DATED

\_\_\_\_\_  
CITY OF TRACY

RESOLUTION NO. 2004-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
JOINT VENTURE AGREEMENT BETWEEN THE CITY OF LODI,  
CITY OF STOCKTON, AMERICAN MEDICAL RESPONSE, AND  
A-1 AMBULANCE

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Joint Venture Agreement between the City of Lodi, City of Stockton, American Medical Response, and A-1 Ambulance to work together to prepare a response to a County Request for Proposal to form an exclusive operating area for ambulance transportation; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Joint Venture Agreement on behalf of the City of Lodi.

Dated: April 21, 2004

=====

I hereby certify that Resolution No. 2004-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON  
City Clerk

2004-\_\_\_\_\_

Comments by the City Council Members on non-agenda items